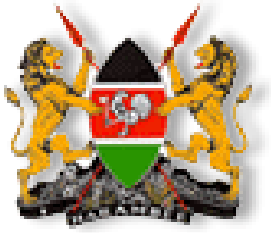

REPUBLIC OF KENYA

MINISTRY OF INTERIOR AND NATIONAL ADMINISTRATION

STATE DEPARTMENT FOR CORRECTIONAL SERVICES

P.O. BOX 30478 - 00100

NAIROBI

TENDER NO.SDC/18/2023-2024

SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF A FINANCIAL MANAGEMENT SYSTEM FOR THE KENYA PRISON ENTERPRISE FUND.

CLOSING DATE: FRIDAY,24TH MAY 2024

INVITATION TO TENDER

DATED: **10th May, 2024**

PROCURING ENTITY: **STATE DEPARTMENT FOR CORRECTIONAL SERVICES**

TENDER NO. **SDC/18/2023-2024**

ITEM DESCRIPTION **SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF A FINANCIAL MANAGEMENT SYSTEM FOR THE KENYA PRISON ENTERPRISE FUND**

1.1 The Ministry of Interior and National Administration, State Department for Correctional Services invites sealed tenders **for the supply, delivery, installation, testing and commissioning of a financial management system for the Kenya Prison Enterprise Fund.**

1.2 Tendering will be conducted under **Open National Tender** competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

1.3 Tenderers will be allowed to tender for all the items**.**

1.4 Qualified and interested tenderers may obtain further information and inspect the Tender Documents at the Supply Chain Office at the 13th floor, Teleposta Towers during office working hours Monday to Friday, *8.00* ***a.m to 1.00 p.m and 2.00 p.m to 5.00p.m.***

1.5 Tender documents may be viewed and downloaded for free from the following **Website www.correctional.go.ke, https://tenders.go.ke/.**

1.6 All Tenders must be accompanied by a tender security of **2% of the tender sum** from a Local Bank or reputable Insurance company in the format provided. No tender security will be accepted unless it is valid for a period of at least **150** days after the expiry of the tender validity period.

1.7 The Tenderer shall chronologically serialize all pages of the tender documents submitted.

1.8 Completed tender documents should be enclosed in plain sealed envelope, marked with tender reference number and addressed to;

PRINCIPAL SECRETARY,
STATE DEPARTMENT FOR CORRECTIONAL SERVICES
P.O BOX 30478-00100,
NAIROBI

So as to be received on or before **FRIDAY, 24TH MAY, 2024 AT 10.00 A.M**

1.9 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for **150** days fromthe closing date of the tender.

1.10 Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' ortheir designated representatives who choose to attend at the **Telposta Towers, 13th floor, Conference room**.

1.11 Late tenders will be rejected.

HEAD OF SUPPLY CHAIN MANAGEMENT SERVICES FOR
PRINCIPAL SECRETARY
STATE DEPARTMENT FOR CORRECTIONAL SERVICES

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

Section I - Instructions to Tenderers

A. GENERAL

1. Scope of Tender

1.1 The Procuring Entity, as indicated **in the TDS**, issues this tendering document for the supply and installation of the Information System as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT are specified **in the TDS.**

2. Definitions

2.1 Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in the Section VI, General Conditions of Contract.

2.3 Throughout this tendering document:

a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
b) If the context so requires, "singular" means "plural" and vice versa; and
c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
d) "Information System" shall carry the same meaning as "Information Technology".

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/ or civil sanctions may be imposed. To this effect, Tenderers shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission,

proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4 Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of Intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms / organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a. Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
b. Receives or has received any direct or indirect subsidy from another Tenderer; or
c. Has the same legal representative as another Tenderer; or
d. Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
e. Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Tender; or
f. Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity as Project Manager for the Contract implementation; or
g. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
h. Has a close business or family relationship with a professional staff of the Procuring Entity who: -
    i. Are directly or in directly involved in the preparation of the tendering document or specifications of the Contract, and/ or the Tender evaluation process of such Contract. or
    ii. Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case maybe. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub- consultants for any part of the Contract including related Services.

4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded

a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.

4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the **TDS**, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signing of the contract.

4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III- EVALUATION AND QUALIFICATION CRITERIA, Item 9".

4.11 Pursuant to the eligibility requirements of ITT 4.11, a tenderer is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4.13 Tenderers shall be considered ineligible for procurement if they offer goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment.

4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5 Eligible Goods and Services

5.1 The Information Systems to be supplied under the Contract may have their origin in any eligible country.

5.2 For the purposes of this tendering document, the term "Information System" means all:

i. the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and

ii. the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.

5.3 For purposes of ITT 5.1 above, "origin" means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.4 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement under this Act.

B. CONTENTS OF TENDERING DOCUMENT

6 Sections of Tendering Document

PART 1 - Tendering Procedures

Section I - Instructions to Tenderers (ITT)

Section II - Tender Data Sheet (TDS)

Section III - Evaluation and Qualification Criteria

Section IV - Tendering Forms

PART 2 - Procuring Entity's Requirements

Section V - Requirements of the Information Systems

Section VI - Technical Requirements

Section VII - Implementation Schedule

Section VIII - System Inventory Tables

Section IX - Background and Informational Materials

PART 3 - Contract

Section X - General Conditions of Contract

Section XII - Special Conditions of Contract

Section XIII - Contract Forms

6.1 The Invitation to Tender Notice issued by the Procuring Entity is not part of this tendering document.

6.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7 Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall beat the Tenderer's own expense.

8 Pre-Tender Meeting and a pre- arranged pretender visit of the site of the works

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works at the web page identified **in the TDS**. Any

modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification resulting changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10 Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. PREPARATION OF TENDERS

11 Cost of Tendering

11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procuring Entity, shall be written in the English language**.** Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

13.1 The Tender submitted by the Tenderer shall comprise the following:

a. **Form of Tender** prepared in accordance with ITT 14;
b. **Price Schedules** completed in accordance with ITT 14 and ITT 16;
c. **Tender Security or Tender-Securing Declaration** in accordance with ITT 22;
d. **Alternative Tender:** if permissible, in accordance with ITT 15;
e. **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 23.3;
f. **Eligibility of Information System:** documentary evidence established in accordance with ITT 16.1 that the Information System offered by the Tenderer in its Tender or in any alternative Tender, if permitted, are eligible;

g. **Tenderer's Eligibility:** documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility and qualifications to perform the contract if its Tender is accepted;

h. **Conformity:** documentary evidence established in accordance with ITT 18 that the Information System offered by the Tenderer conform to the tendering document;

i. **Subcontractors:** list of subcontractors, in accordance with ITT 18.4;

j. **Intellectual Property**: a list of: Intellectual Property as defined in GCC Clause 15;

i) All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause1.1(C):

a. System, General Purpose, and Application Software; or

b. Standard and Custom Software;

iii. All Custom Materials, as defined in GCCClause1.1(c), included in the Tender;

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c); Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and

k. Any other document required **in the TDS.**

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the information System to be executed by the respective members.

13.1 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender. The Tenderer shall serialize page so fall tender documents submitted.

14 Form of Tender and Price Schedules

14.1 The Tenderer shall complete the Form of Tender, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

15 Alternative Tenders

15.1 The TDS indicates whether alternative Tenders are allowed. If they are allowed, the **TDS** will also indicate whether they are permitted in accordance with ITT 13.3, or invited in accordance with ITT 13.2 and/or ITT 13.4.

15.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in the TDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.1 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the Procuring Entity's requirements as described in the tendering document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Procuring Entity's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

15.4 When Tenderers are invited **in the TDS** to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section V, Procuring Entity's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Procuring Entity on their own merits, pursuant to ITT 35.

16 Documents Establishing the Eligibility of the Information System

16.1 To establish the eligibility of the Information System in accordance with ITT 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

17..1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.

17.1 In the event that pre-qualification of potential Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

17.2 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

17.3 The purpose of the information described in ITT 15.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control, any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.5 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.6 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.7 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

a. If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
b. If the contract has been awarded to that tenderer, the contract award will be set aside,
c. the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.8 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18 Documents Establishing Conformity of the Information System

18.1 Pursuant to ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the Information System that the Tenderer proposes to design, supply and install under the Contract.

18.2 The documentary evidence of conformity of the Information System to the tendering documents including:

a) Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;

b) Written confirmation that the Tenderer accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the tendering documents;

c) An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;

d) Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and

e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.

18.3 Referencestobrandnamesormodelnumbersornationalorproprietarystandardsdesignatedbytheprocuring Entity in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the **TDS** for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

18.4 For major items of the Information System as listed by the Procuring Entity in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

18.5 The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITT 5 and ITT 16.1.

19 Tender Prices

19.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

19.2 **Unless otherwise specified in the TDS**, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost table sin the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:

a) **If specified in the TDS,** the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;

b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases;

c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.

19.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables

19.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation in accordance with ITT 31.3.

19.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of incoterms **specified in the TDS,** as follows:

a) Goods supplied from outside Kenya:
Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Kenya. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e) (iii)**.** In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;

b) Locally supplied Goods: Unit prices of Goods offered from within Kenya, shall be quoted on an EXW (ex- factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VATor sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded; and

c) Inland transportation.

19.6 Unless otherwise stated in the **TDS,** inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 17.5, whether the Goods are to be supplied locally or from outside Kenya, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

19.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VATor other indirect taxes, or stamp duties, that may be assessed and/ or apply in Kenyan /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.

19.8 Unless otherwise specified in the **TDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).

19.9 Unless otherwise specified in the **TDS,** prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

20 Currencies of Tender and Payment

20.1 The currency(ies) of the Tender and currencies of payment shall be the same. The Tenderer shall quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in Kenya currency, unless otherwise specified **in the TDS**.

20.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than **two foreign currencies** in addition to Kenyan currency.

21 Period of Validity of Tenders

21.1 Tenders shall remain valid for the period specified **in the TDS** after the Tender submission deadline date prescribed by the Procuring Entity in accordance with ITT 23.1. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

21.2 exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20.1, it shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

22 Tender Security

22.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

22.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

22.3 If a Tender Security is specified pursuant to ITT 20.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:

a. cash;
b. a bank guarantee;
c. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
d. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
e. any other form specified in the **TDS.**

If an unconditional guarantee is issued by a non-bank financial institution located outside Kenya, the issuing non-bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required.

22.4 In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms or in another substantially similar format approved by the Procuring Entity prior to Tender submission. I neither case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 19.2.

22.5 If a Tender Security or a Tender-Securing Declaration is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

22.6 The Tender Security shall be returned/release as promptly as possible

a) The procurement proceedings are terminated;
b) The procuring entity determines that none of the submitted tenders is responsive;
c) A bidder declines to extend the tender validity.
d) Once the successful Tenderer has signed the Contract and furnished the required Performance Security.

22.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
b) if the successful Tenderer fails to**:**

i) sign the Contract in accordance with ITT 47; or

ii) furnish a performance security in accordance with ITT 48.

22.8 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA to debars the Tenderer from participating in public procurement as provided in the law.

22.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the tender. If the JV has not been legally constituted in to a legally enforceable JV at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.

22.10 A tenderer shall not issue a tender security to guarantee itself.

23 Format and Signing of Tender

23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

23.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

23.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

23.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSION AND OPENING OF TENDERS

24 Submission, Sealing and Marking of Tenders

24.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one (1) envelope process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

b) In an envelope marked "COPIES", all required copies of the Tender; and,

c) If alternative Tenders are permitted in accordance with ITT 13, and if relevant:

i) In an envelope marked "ORIGINAL–ALTERNATIVETENDER", the alternative Tender; and

ii) in the envelope marked "COPIES – ALTERNATIVE TENDER" all required copies of the alternative Tender.

24.2 The inner envelopes shall:

a) Bear the name and address of the Tenderer;

b) Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;

c) Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and

d) Bear a warning not to open before the time and date for Tender opening.

The outer envelopes shall:

e) Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;

f) Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and bear a warning not to open before the time and date for Tender opening.

24.3 I fall envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

25 Deadline for Submission of Tenders

25.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

25.2 The Procuring Entity may, at its discretion, extend this deadline for submission of Tenders by amending the tendering documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers will thereafter be subject to the deadline as extended.

26 Late Tenders

26.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

27 Withdrawal, Substitution, and Modification of Tenders

27.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT23.

27.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

27.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tender sand the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

28 Tender Opening

28.1 Except as in the cases specified in ITT 24 and ITT 25.2, the Procuring Entity shall conduct the Tender opening in public, in the presence of Tenderers' designated representatives who chooses to attend, and at the address, date and time specified **in the TDS**. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

28.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

28.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

28.4 Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

28.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders, and indicating whether there is a modification; the presence or absence of a Tender Security or Tender-Securing Declaration; and any other details as the Procuring Entity may consider appropriate.

28.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

28.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

28.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) The Tender Price, per lot if applicable, including any discounts;

c) Any alternative Tenders; and

d) The presence or absence of a Tender Security or a Tender-Securing Declaration.

28.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

29 Confidentiality

29.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

29.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

29.3 Not with standing ITT 27.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

30 Clarification of Tenders

30.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

30.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

31 Deviations, Reservations, and Omissions

31.1 During the evaluation of Tenders, the following definitions apply:

a) “Deviation” is a departure from the requirements specified in the tendering document;

b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

32 Determination of Responsiveness

32.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

32.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;

a) If accepted, would:

i) Affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or

ii) Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

32.3 The Procuring Entity shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.

32.4 To be considered for Contract award, Tenderers must have submitted Tenders:

a) for which detailed Tender evaluation using the same standards for compliance determination as listed in ITT 29 and ITT 30.3 confirms that the Tenders are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the TDS ITT 35.8, the individual Subsystem, lot or slice Tender on; and are deemed by the Procuring Entity as commercially and technically responsive; and

b) that offer Information Technologies that are proven to perform up to the standards promised in the tender by having successfully passed the performance, benchmark, and/or functionality tests the Procuring Entity may require, pursuant to ITT 39.3.

33 Non-material Non-conformities

33.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any nonconformity in the Tender that does not constitute a material deviation, reservation or omission.

33.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

33.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

34 Correction of Arithmetical Errors

34.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.

34.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender a rising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

35 Conversion to Single Currency

35.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified **in the TDS**.

36 Margin of Preference and Reservations

36.1 A margin of preference on local contractors may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/ threshold specified in the Regulations.

36.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

36.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 34.4.

36.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates in the **TDS** that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

37 Evaluation of Tenders

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender.

37.2 To evaluate a Tender, the Procuring Entity shall consider the following:

a) Price adjustment due to discounts offered in accordance with ITT 14.4;

b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;

c) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3; and

d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

38 Preliminary Examination

38.1 The Procuring Entity will examine the tenders, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sure ties have been furnished and are substantially complete (e.g., not missing key parts of the tender or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract (s) for which these tendering documents have been issued, the Procuring Entity will ensure that each tender is from a pre-qualified Tenderer and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification.

39 Technical Evaluation

39.1 The Procuring Entity will examine the information supplied by the Tenderers Pursuant to ITT 11 and ITT 16, and in response to other requirements in the Tendering document, considering the following factors:

a) Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;

b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the tender;

c) achievement of specified performance criteria by the Information System;

d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the tender;

e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;

f) any other relevant technical factors that the Procuring Entity deems necessary or prudent to take into consideration;

g) any proposed deviations in the tender to the contractual and technical provisions stipulated in the tendering documents.

39.2 The Procuring Entity's evaluation of tenders will consider technical factors, in addition to cost factors. The Technical Evaluation will be conducted following the Criteria specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the technical merits of each Tender. All tenders that fail to pass this evaluation will be considered non-responsive and will not be evaluated further.

39.3 Where alternative technical solutions have been allowed in accordance with ITT 13, and offered by the Tenderer, the Procuring Entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

39.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

40 Financial/ Economic Evaluation

40.1 To evaluate a Tender, the Procuring Entity shall consider the following:

a) price adjustment due to unconditional discounts offered in accordance with ITT 26.8; excluding provisional sums and contingencies, if any, but including Day work items, where priced competitively.

b) Price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;

c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 33; and

d) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

If price adjustment is allowed in accordance with ITT 17.9, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

40.1 The Procuring Entity will evaluate and compare the Tenders that have been determined to be substantially responsive, pursuant to ITT 35.4. The evaluation will be performed assuming either that:

a) The Contract will be awarded to the Lowest Evaluated Tender for the entire Information System; or

b) if specified **in the TDS**, Contracts will be awarded to the Tenderers for each individual Subsystem, lot, or slice if so defined in the Technical Requirements whose Tenders result in the Lowest Evaluated Tender/ Tenders for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders. Such discounts will be considered in the evaluation of tenders as specified **in the TDS**.

41 Comparison of Tenders

41.1 The Procuring Entity shall compare all substantially responsive Tenders in accordance with ITT 35.6 to determine the lowest evaluated cost.

42 Abnormally Low Tenders and Abnormally High Tenders

42.1 An Abnormally Low Tender is one where the Tender price in combination with other constituent elements of the Tender appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

42.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

42.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

42.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

42.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

a. If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

b. If specifications, scope of work and/ or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

42.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

43 Unbalanced or Front-Loaded Tenders

43.1 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front loaded the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the tendering document.

43.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may: -

a) Accept the Tender; or

b) If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or

c) Reject the Tender.

44 Eligibility and Qualification of the Tenderer

44.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

44.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's

qualifications submitted by the Tenderer, pursuant to ITT 15.

44.3 Unless otherwise specified in the **TDS,** the Procuring Entity will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the **TDS** the Procuring Entity may carry out such tests as detailed in the **TDS**.

44.4 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

44.5 The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Best Evaluated Tender for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a Form of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

44.6 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in *"SECTIONIII- EVALUATION AND QUALIFICATION CRITERIA.*

45 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

45.1 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 there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

46 Award Criteria

46.1 Subject to ITT 40, the Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest/ best Evaluated Tender. The determination of the lowest/ Best Evaluated Tender will be made in accordance to one of the two options as defined in the **TDS**. The methodology options are:

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender

a) When **rated criteria are used**: The Tenderer that meets the qualification criteria and whose Tender:
   i) Is substantially responsive; and
   ii) Is the Best Evaluated Tender (i.e. the Tender with the highest combined technical/ quality/ price score); or

b) When **rated criteria are not used**: The Tenderer that meets the qualification criteria and whose Tender has been determined to be:
   i) Most responsive to the tendering document; and
   ii) The lowest evaluated cost.

47 Procuring Entity's Right to Vary Quantities at Time of Award

47.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS.**

48 Notice of Intention to enter into a Contract/ Notification of award

48.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/ Notification of award to all tenderers which shall contain, at a minimum, the following information:

a) The name and address of the Tenderer submitting the successful tender;
b) The Contract price of the successful tender;
c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
d) the expiry date of the Standstill Period; and
e) instructions on how to request a debriefing and/ or submit a complaint during the standstill period;

49 Standstill Period

49.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

49.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

50 Debriefing by the Procuring Entity

50.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

50.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

51 Letter of Award

51.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

52 Signing of Contract

52.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

52.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

52.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

52.4 Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

53 Performance Security

53.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the performance security in accordance with the General Conditions, subject to ITT38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in

the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a Performance Security shall have a correspondent financial institution located in Kenya.

53.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

49 Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) Name and address of the Procuring Entity;
b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
c) The name of the successful Tenderer, the final total contract price, the contract duration.
d) Dates of signature, commencement and completion of contract;
e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

50. Adjudicator

50.1 Unless **the TDS** states otherwise, the Procuring Entity proposes that the person named **in the TDS** be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the TDS. The proposed hourly fee for the Adjudicator is specified in the TDS. The expenses that would be considered reimbursable to the Adjudicator are also specified **in the TDS**. If a Tenderer does not accept the Adjudicator proposed by the Procuring Entity, it should state its non-acceptance in its Tender Form and make a counter proposal of an Adjudicator and an hourly fee, attaching résumé of the alternative. If the successful Tenderer and the Adjudicator nominated **in the TDS** happen to be from the same country, and this is not Kenya too, the Procuring Entity reserves the right to cancel the Adjudicator nominated **in the TDS** and propose a new one. If by the day the Contract is signed, the Procuring Entity and the successful Tenderer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

51. Procurement Related Complaints and Administrative Review

51.1The procedures for making a Procurement-related Complaint are as specified in the **TDS.**

51.2A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Invitation for Tenders is: **SDC/18/2023-2024** The Procuring Entity is: **State Department for Correctional Services** The name of the Contract is: **supply, delivery, installation, testing and commissioning of a financial management system for the Kenya Prison Enterprise Fund.**
ITT 2.3 (a)	**Electronic – Procurement System** The Procuring Entity shall **NOT** use the electronic-procurement system to manage this procurement process:
ITT 3.3	The firms (if any) that provided consulting services for the contract being tendered for are N/A
ITT 4.1	Maximum number of members in the JV shall be: ***N/A*** _____
ITT 4.9	**The Procuring Entity may require tenderers to be registered with ICT AUTHORITY**_____
	B. Tendering Document
ITT 8.1	For **Clarification of Tender purposes** only, the Procuring Entity's address is: Attention: **PRINCIPAL SECRETARY - STATE DEPARTMENT FOR CORRECTIONAL SERVICES** Address: **P.O BOX 30478-00100 NAIROBI** Floor/ Room number: **13TH FLOOR TELPOSTA TOWERS** City: **NAIROBI** Country: **KENYA** Requests for clarification should be received by the Procuring Entity no later than: ***[7 days from date of tender advertisement].***
ITT 8.2	Web page: **www.correctional.go.ke, https://tenders.go.ke/.** _____
ITT 8.4	A Pre-Tender meeting –**SHALL NOT** – take place at the following date, time and place: A site visit conducted by the Procuring Entity _ **SHALL NOT** be organized.
ITT 9.1	The Procuring Entity shall publish its response at the website **www.correctional.go.ke, https://tenders.go.ke/.**
	C. Preparation of Tenders
ITT 13.1 (k)	The Tenderer shall submit with its Tender the following additional documents: As per the evaluation criteria _____
ITT 15.1	Alternative Tenders are invited in accordance with ITT 13.1 and/or 13.2 **or** Alternative Tenders are permitted in accordance with ITT 13.4. **or**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Alternative Tenders are not permitted.-N/A
ITT 15.2	Alternatives to the Time Schedule NOT APPLICABLE permitted. If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. -N/A
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Information System: NOT APPLICABLE as further detailed in the Specification. If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.-N/A
ITT 17.2	Prequalification **_HAS NOT BEEN UNDERTAKEN** .
ITT 18.2 (a)	In addition to the topics described in ITT Clause 16.2 (a), the Preliminary Project Plan must address the following topics: [*modify as appropriate]:*) ***Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);*** i) ***Implementation Sub-Plan;*** ii) ***Training Sub-Plan;*** v) ***Testing and Quality Assurance Sub-Plan;*** y) ***Warranty Defect Repair and Technical Support Service Sub-Plan***
ITT 18.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: _____ NOT APPLICABLE [*as appropriate, state "none" or list brand-name items and references to the Technical Requirements where the items are detailed]*
ITT 19.2	The Tenderer *[insert "must" or "must not"]* tender Recurrent Cost Items
ITT 19.2 (a)	The Tenderer *[insert "must" or "must not"]* tender for contracts of Recurrent Cost Items not included in the main Contract.
ITT 19.5	The Incoterms edition is: ***[2010].***
ITT 19.5 (a)	Named place of destination is: __ **STATE DEPARTMENT FOR CORRECTIONAL SERVICES-KENYA PRISONS SERVICE**_____
ITT 19.6	Named place of final destination (or Project site) is: ____ **STATE DEPARTMENT FOR CORRECTIONAL SERVICES-KENYA PRISONS SERVICE** [*insert name of location where the IS are to be actually Installed* _____
ITT 19.8	ITT 17.8 is modified as follows: ___ *'There is no modification*
ITT 19.9	The prices quoted by the Tenderer ***[insert "shall "or "shall not"]*** _____ be subject to adjustment during the performance of the Contract.NOT APPLICABLE
	The Tender price shall be adjusted by the following factor(s): NOT APPLICABLE ***For Local currency_____*** ***For Foreign Currency _____*** ***[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]***
ITT 20.1	**The Tenderer is required to quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in that currency.**
ITT 21.1	The Tender validity period shall be **___ 150 days** counting as of the deadline for Tender submission _____.
ITT 22.1	***[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]*** A *Tender Security* ***[insert "shall be" or "shall not be"]*** required.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A Tender-Securing Declaration **[*insert "shall be" or "shall not be"*]** required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be **2% OF THE TOTAL QUOTED TENDER SUM AS INDICATED IN THE FORM OF TENDER**
ITT 22.3 (v)	Other types of acceptable securities are from banks or reputable insurance firms
ITT 23.1	In addition to the original of the Tender, the number of copies is: [1 copy & 1 original]_
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: MANAGING DIRECTOR/CHIEF EXECUTIVE OFFICER OR ANY OTHER APPOINTED PERSON WITH THE POWER OF ATTORNEY ***[INSERT THE NAME AND DESCRIPTION of the documentation required to demonstrate the authority of the signatory to sign the Tender.***
D. Submission and Opening of Tenders	
ITT 25.1	For **Tender submission purposes** only, the Procuring Entity's address is: ***[This address may be the same as or different from that specified under provision ITT 7.1 for clarifications]*** Attention: **PRINCIPAL SECRETARY** Postal Address: **P.O BOX 30478-00100 NAIROBI** Physical Address: **13TH FLOOR TELPOSTA TOWERS** **The deadline for Tender submission is:** **FRIDAY, 24TH MAY, 2024 AT 10.00 A.M** Time: ***[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]*** ***[The date and time should be the same as those provided in the Request for Tenders, unless subsequently amended pursuant to ITT 23.2*]** Street Address: KENYATTA AVENUE Floor/ Room number: BOARDROOM 13TH FLOOR TELPOSTA TOWERS City: NAIROBI Country: KENYA Date: **24TH , MAY. 2024** Time: 10:00 AM
ITT 25.1	Tenderers **__SHALL NOT_** have the option of submitting their Tenders electronically.
ITT 28.1	The Tender opening shall take place at: Street Address: **KENYATTA AVENUE** Floor/Room number: **BOARDROOM 13TH FLOOR TELPOSTA TOWERS** City: **NAIROBI** Country: **KENYA** Date: **FRIDAY, 24TH MAY, 2024** Time: **10:00A.M**
ITT 28.1	The electronic Tender opening procedures shall be: ___N/A_____
ITT 28.6	The Form of Tender and Price Schedules shall be initialed by ___4____ ***[insert number]*** representatives of the Procuring Entity conducting Tender opening.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
E. Evaluation, and Comparison of Tenders	
ITT 33.3	The manner of rectify quantifiable non-material non-conformities described below: **Not Applicable** **Evaluation Criteria** The Tender Evaluation Criteria shall be a four (4) stages process, namely: I. Preliminary evaluation, II. Post qualification evaluation III. Technical Evaluation and, IV. Financial Evaluation.
ITT 35.1	The currency(ies) of the Tender shall be converted into a single currency as follows: _____ The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: **KSH**_____ The source of exchange rate shall be: _____ ***[Insert name of the source of exchange rates (e.g., the Central Bank in Kenya).]*** The date for the exchange rate shall be: __ Deadline of sumission _____***[insert date and time)***
ITT 36.2	Margin of Preference **SHALL NOT APPLY.**
ITT 36.4	The invitation to tender is extended to the following group that qualify for Reservations _____N/A_____
ITT 40.2 (b)	Tenderers shall NOT BE ALLOWED to quote separate prices for different lots (contracts for Subsystems, lots, or slices of the overall Information System) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria. Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders and such discounts ***[insert shall or shall not]*** _SHALL NOT be considered in the price evaluation. *[When rated criteria are used for evaluation insert "shall not" as the evaluation becomes overly complex].* *[Note: Keeping a single Tender package obviously simplifies the evaluation and maintains clearer overall system implementation and warranty responsibilities. However, there may well be practical reasons to break a specific procurement package into parts that can be tender individually. If, therefore, Tenders will be accepted for one or more individual Subsystems, lots, or slices of the total Information System, include here the title of each Subsystem, lot, or slice for which tenders can be submitted, as well as proper cross references to the Technical Requirements where a description of each Subsystem, lot, or slice can be found. Any other criterion that may affect award of more than one Subsystem, lot, or slice should also be specified here.]*
ITT 44.3	NOT APPLICABLE [***Add the following if the Procuring Entity will carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements***] As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks prior to Contract award*: [specify: measures that will be used in the evaluation of Tenders, such as demonstration tests, performance benchmarks, documentation reviews, reference site visits, etc., and who will carry them out and how*

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	they will be conducted]. ***[Note: For demonstration or benchmark tests, specify full testing details and success criteria (alternatively, reference detailed discussion of testing in the Technical Requirements).]***
ITT 46.1	The award will be made on the basis of ***[insert "rated" or "not rated" criteria]*** pursuant to ITT 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.
ITT 47.1	The maximum percentage by which quantities may be increased is: **----------*N/A*----------** The maximum percentage by which quantities may be decreased is: **----------*N/A*----------** The items for which the Procuring Entity may increase of decrease the quantities are the following. **----------*N/A*---------- .**
ITT 50.1	The proposed Adjudicator is: *[*insert: name and other identifying information "as per the résumé attached to this TDS", or, exceptionally, state "There will be no Adjudicator under this Contract."] ***[Note: For the adjudication system to achieve its purpose (the quick and effective resolution of potential disputes), the Adjudicator should be a technical expert in the type of System covered by the Contract, with actual experience in Information System contract implementation. He/she should ideally, though not necessarily, come from a country other than that of the Procuring Entity, to avoid any appearance of a conflict of interest. However, it is preferable to propose an Adjudicator from Kenya than to consider no adjudication.*** ***Normally, there should be an Adjudicator in the contract. The option of having no Adjudicator should be viewed as an exception, to be used only in relatively straightforward and short - about less than a year - contracts with little or no application software development or adaptation.]*** The proposed hourly fee is [insert: _____ amount and currency]. ***[Note: In addition to a fee for actual hours spent studying a case submitted for advice, an Adjudicator would expect to be reimbursed for all dispute-related telephone, fax, and other communications costs, as well as all costs associated with any trips to the site(s), if any.]***
ITT 51.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing Title/position: **The Principal Secretary** Procuring Entity: **State Department for Correctional Services** Postal address: P**.O Box 30478 – 00100 Nairobi** In summary, a Procurement-related Complaint may challenge any of the following: **1.** The terms of the Tendering Documents; and The Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each year- Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.

b) Value of single contract- Exchange rate prevailing on the date of the contract signature.

c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This Section contains all the criteria that the Procuring Entity shall use to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

1.3 Multiple Contracts; multiple contracts will be permitted in accordance with ITT35.6. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

2 Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

3 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template maybe attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

Evaluation Criteria

The Tender Evaluation Criteria shall be a four (4) stages process, namely:

- Preliminary evaluation,
- Post qualification evaluation
- Technical Evaluation and,
- Financial Evaluation.

1. **PRELIMINARY EVALUATION**

Bidders SHALLprovide the following information

No.	Bidder shall provide the Requirements listed below:	Bidder's Response (Attach documents) Yes/No
MR 1	Provide Copy of Certificate of Registration/Incorporation	
MR 2	Provide copy of Valid Tax Compliance certificate. The tax compliance certificate must be valid as at the date of tender opening	
MR 3	Provide a Copy of CR12 from issued by the Registrar of companies for the last six months.	
MR 4	Dully Filled signed and stamped Form of tender provided in the Tender document	
MR 5	Dully filled, sign and stamped the Confidential Business questionnaire provided in the Tender Document	
MR 6	Dully filled signed and stamped Certificate of Independent Tender Determination provided in the Tender document.	
MR7	Dully Filled, signed and stamped Price schedules provided in the tender document	
MR 8	If it is a consortium, a signed Joint venture agreement clearly indicating who is the lead partner and responsibility matrix for joint bids must be submitted. Provide copy of valid tax compliance of all the parties	
MR 9	Provide copies of audited financial accounts for the company for the last three accounting years–2022, 2023 and 2024 The bidder's annual turnover in the sale, supplies & installation of IT systems should be at least Ksh 5,000,000 for the last 3 Financial years (i.e. 2022, 2023 and 2024.), to be supported by authentic documentary evidence (audited balance sheet) and confirmation regarding turnover. **NB**: The turnover refers to the company responding to this tender and not the composite turnover of its subsidiaries/ sister concerns/techno-commercial collaborators etc.	
MR 10	Power of attorney/ Authorization Letter. Giving the name of person who has been authorized to submit/execute this agreement as a binding document and this person should sign all the documents related to this tender.	
MR 11	Duly filled, signed and stamped self-declaration that firm and the bidder is not debarred in the matter of Public Procurement and Asset Disposal Act 2015-FORM SD 1	
MR 12	Duly filled, signed and stamped self-declaration that firm and the bidder have never and will not engage in any corrupt or fraudulent practice – FORM SD 2	
MR 13	Duly filled, signed and stamped Declaration and Commitment to the code of Conduct.	

No.	Bidder shall provide the Requirements listed below:	Bidder's Response (Attach documents) Yes/No
MR 14	Copy of Valid county business permit	
MR 15	Bidders must serialize all pages for each bid submitted from the first to the last Page including any annexes.	
MR 16	Properly bound document/ well-presented document. All pages of the tender document should be serialized or serially numbered. Provide 1 Original 1 copy and 1soft copy of the completed Tender document	
MR 17	The amount and currency of the **Tender Security shall be 2% of the tender sum** quoted in form a guarantee from an insurance company licensed and listed by the Insurance Regulatory Authority and or bank licensed by the Central Bank of Kenya. The tender security shall be valid for 30 days beyond the tender validity period provided in this TDS	
MR 18	Valid Manufacturer Authorization letters, from the proposed Original Equipment Manufacturer of any software to be used confirming/authorizing the bidder to submit a bid and commitment to offer guarantee and warranty as per the format provided. Where there is no third-party software, the bidder to specifically say that all required software are developed by the bidder hence has absolute rights **Note: The MAFs MUST be for this specific tender**	
MR 19	ICTA systems and applications for level 3(Three) or above	
MR 20	ICTA ICT consultancy for level 3(Three) or above	
MR 21	Registration with Data Protection Commision as Data controller	
BIDDERS SHALL PASS ALL THE ABOVE REQUIREMENTS AT THIS STAGE.FAILURE TO MEET ANY OF THE REQUIREMENTS WILL LEAD TO NON- RESPONSIVENESS AND THE BID WILL NOT BE EVALUATED FURTHER.		

2. POST QUALIFICATION EVALUATION

Bidders are required to provide the following:

ITEM		DESCRIPTION	POINT SCORE SCALE
1		EXPERIENCE (Attach evidence)	Max 50
		General Experience - Bidders to furnish 5 documentary evidence to demonstrate general experience of similar magnitude in the last 3 years (Each evidence provided 10 Marks)	Max 50
2		FINANCIAL CAPACITY	Max**40**
	a	Audited Financial Statements for last 3 Years (submit Audited Financial Statements for each of the last three years) • the average turnover exceeding 10 million (20marks) • the average turnover equal to or more than 5 million (10 marks) • the average turnover less than 5 million (2 marks)	20

	b	Bank statement for the Last 6 Months/Line of credit	20
3		LITIGATION HISTORY	0 or 10; Max**10**
		TOTAL	**MAX 100**

The bidder must score at least **70 points** to proceed to TECHNICAL Evaluation stage (3)

3.TECHNICAL EVALUATION

Bidders SHALL meet all the technical requirements as set out in the bid document so as to be deemed responsive at this stage.The evaluation will adopt NO OR YES APPROACH. Bidders who meet all requirements in this stage will move to the next stage of financial evaluation

TECHNICAL EVALUATION – CAPACITY TO DELIVER THE SERVICE

Evaluation Attribute	**Weighting Score**	**Total Score**
1. Experience		
The bidder's should have been carrying out EDRMS implementation and should furnish/provide evidence/Proof of completion of at least 3 projects for corporate clients which have been done at least during the last 5 Years. For each project, Enclose the relevant **Documentary proof that includes the following:** i. Copies of Purchase Order / Work Order/contract ii. Completion certificates and iii. Recommendation letters **ICTA reserves the right to seek additional supporting documents for the above projects.**	YES/NO	YES/NO
2. TECHNICAL STAFF COMPETENCES Attach the CVs accompanied by copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract		
2.1. Project Manager i. Masters in Computer Science, Engineering, IT or related degree ii. (S)He should have a minimum of 10 years' experience in IT systems a minimum of 6 years' experience in Project Management iii. Professional experience in developing and implementing and managing scalable systems with competencies in EDRMS systems and information security management and IT in general. Give a minimum of five projects. iv. ICT related certification, PRINCE2/PMI or other equivalent project management certifications and **Certified** EDMS	YES/NO	YES/NO
2.2. Security expert i. B.SC/ in Computer Science, Engineering or related degree ii. Have relevant certifications in the area of system security. iii. 4+ years of experience in ICT security field and should have experience in ICT systems security and design, development,	YES/NO	

Implementation of security solutions. Give reference a minimum of four projects		
2.3. System designer and developer/System Engineer i. B.SC/ in Computer Science, Engineering or related degree ii. Have relevant certifications in systems development e.g. expert system engineering professional (ESEP), certified system engineering professional (CSEP) etc. and have relevant certification in the area of web-based systems and certification in various Programming software e.g. C, C++, ORACLE, MYSQL, the area. iii. 4+ years of experience in ICT system design, development and implementation with a bias on email systems implementation. Give a minimum of four projects.	YES/NO	
2.4. Expert in EDRMS i. BSc or Diploma in computer science/IT or relevant field and have relevant certifications in the area of ICT infrastructure (e.g networks. Hardware etc) ii. (4+ Years) experience in EDRMS system deployment. Experience in installing, maintaining and upgrading IT systems, Give reference of 3 projects iii. Have relevant certifications in systems Integration, Records Management and Certified Workflow designer	YES/NO	
3. Implementation Methodology		
Provide a detailed implementation methodology indicating the following, as a minimum: i. Tentative project plan ii. Project organization iii. Test plan iv. Training plan v. Integration strategy vi. cut-over strategy vii. post GO-LIVE support strategy clearly indicating what is in scope and what shall be out of scope and how out of scope items shall be handled viii. Project Management Methodology ix. Sample Service Level Agreement and Support plan for the EDMS **x.** In case of a joint bid, produce "Detailed Responsibility Matrix", duly signed, demarcating the roles of the vendors implementing EDRMS	YES/NO	YES/NO
Demonstration of the proposed solution functionalities Only bidders who are fully compliant in the above in sections shall get to this stage. The qualified tenderers at this stage shall be evaluated for their capability to deliver, implement and support the proposed solution. The demo shall be to validate the information given in the bid.	YES/NO	YES/NO
Bids that are fully compliant to stage (2), will proceed to stage (3) of financial evaluation. Bids that are non-responsive will not be evaluated further.		

- **AFTER TECHNICAL EVALUATION THE SUCCESSFULL BIDDERS MAY BE REQUIRED TO DEMONSTRATE TO THE TENDER EVALUATION COMMITTEE THE KIND OF SYSTEM THEY INTEND TO PROVIDE.**

- **THE TENDER EVALUATION COMMITTEE MAY CARRY OUT DUE DILIGENCE TO ASCERTAIN THE AUTHENTICITY OF SUBMITTED DOCUMENTS AND CAPACITY OF THE FIRM TO CARRY OUT THE TENDERED SERVICES.**

4.FINANCIAL EVALUATION

Bids shall be compared based on TOTAL tender sum quoted. least cost selection (LCS), which selects the lowest priced proposal, which meets the procurement entitys technical requirements will be considered for award.

The Price Schedules are divided into separate Schedules as follows:

a. Grand Summary Cost Table

b. Supply and Installation Cost Summary Table

c. Recurrent Cost Summary Table

Grand Summary Cost Table

No.	Cost Components	Total Price *(KShs)*
1.	Supply and Installation for the Financial Management System (From Supply and Installation Cost Summary Table)	
2.	Hardware costs and software costs (Database, application and EDMS)	
3.	Recurrent Costs NB: SDCS intends to procure a solution with perpetual licences only. Recurrent costs should only be on support not license renewal	
4.	Grand Totals (To Tender Submission Form)	

Name of Tenderer: _____

_____ **Date:** _____

Authorised Signature of Tenderer: _____

Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with

Line-Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Total Price *(KShs)*
1.	General System Plan	S.1	
2.	Production, Show Room and E-Commerce Module	S.2	
3.	Budget, Financial and Accounts Management Module	S.3	

Line-Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Total Price *(KShs)*
4.	Procurement, Assets and Inventory Management Module	S.4	
5.	Human Resource and Payroll Management Module	S.5	
6.	EDRMS Module	S.6	
7.	ICT, Technical and Administration Module	S.7	
8.	Change Management and Training Module	S.8	
	Sub Total		
	Total (To Grand Summary Table)		

4 Assessment of adequacy of Tender's Proposal in connection with Procuring Entity's IT Requirements.

TECHNICAL EVALUATION

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND THE BELOW PROVIDED SPECIFICATIONS AND SHALL ATTACH EVIDENCE OF THE SAME/SPECIFICATION BRONCHURES ON ADHERANCE TO EACH AND EVERY SPECIFICATION OF THE FINANCIAL MANAGEMENT SYSTEM FOR KENYA PRISONS ENTERPRISE FUND AS BELOW;

Acronyms Used in The Technical Requirements

Acronym Table

	Term	Explanation
	AP	Accounts Payable
	AR	Accounts Receivable
	BM	Breakdown Maintenance
	Bps	bits per second
	CBK	Central Bank of Kenya
	CBM	Condition Based Maintenance
	CM	Corrective Maintenance
	Cps	characters per second
	DBMS	Database Management System
	DIT	Directorate of Industrial Training
	DOS	Disk Operating System
	Dpi	dots per inch
	EFT	Electronic Funds Transfer
	Ethernet	IEEE 802.3 Standard LAN protocol
	FOB	Free On Board
	GB	Gigabyte
	GL	General Ledger
	GRN	Goods Receipt Note
	HELB	Higher Education Loans Board

	Term	Explanation
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	IFRS	International Financial Reporting Standards
	IPSAS	International Public Sector Accounting Standards
	ISO	International Standards Organization
	KB	Kilobyte
	KPI	Key Performance Indicator
	Kva	Kilovolt ampere
	LAN	Local area network
	Lpi	lines per inch
	Lpm	lines per minute
	LPO	Local Purchase Order
	LSO	Local Service Orders
	MB	Megabyte
	MTBF	Mean time between failures
	NHIF	National Health Insurance Fund
	NIC	Network interface card
	NOS	Network operating system
	NSSF	National Social Security Fund
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PAYE	Pay As You Earn
	PCL	Printer Command Language
	PIN	Personal Identification Number
	PM	Preventative Maintenance
	Ppm	pages per minute
	PS	PostScript -- Adobe page description language
	PWD	Persons With Disability
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	RTGS	Real Time Gross Settlement System
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TBM	Time Based maintenance
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	VAT	Value Added Tax
	WLAN	Wireless LAN
	AGPO	Access to Government Procurement Opportunities

Functional, Architectural and Performance Requirements

1.1 Legal and Regulatory Requirements to be met by the Information System

1.1.1 The Information System MUST comply with the following laws and regulations:

1.1.1.1 ISO 90003: Software engineering Guidelines
1.1.1.2 ISO_IEC_27002_2013: Code of practice for information security management
1.1.1.3 ISO/IEC 26514:2008: Systems and software engineering -- Requirements for designers and developers of user documentation
1.1.1.4 ISO/DIS 15489-1: Information and documentation – Records management- Part 1 General
1.1.1.5 ISO 15489-1: 2001: Information and documentation – Records management- Part 1 General
1.1.1.6 ISO/NP TR 15489-2: Information and documentation – Records management- Part 2 Guidelines
1.1.1.7 ISO/TR 15489-2: 2001: Information and documentation – Records management- Part 2 Guidelines
1.1.1.8 ISO 16175-1:2010/2011: Information and documentation -- Principles and functional requirements for records in electronic office environments
1.1.1.9 NIST Special Publication 800-45 Version 2
1.1.1.10 National Information System Security Glossary, NSTISSI No.4009, January 1991
1.1.1.11 ISB Standard Version 2.0
1.1.1.12 ISF 2011 Standard of Good Practice for Information Security

1.2 Business Function Requirements to be met by the Information System

1.2.1 The Information System MUST support the following business functions

1.2.1.1 *Production Module*
1.2.1.2 E-Commerce
1.2.1.3 Budget Module
1.2.1.4 Financial and Accounts Management Module
1.2.1.5 Procurement and Inventory Management Module
1.2.1.6 Human Recourse and Payroll Management Module
1.2.1.7 ICT Administration
1.2.1.8 Change Management and Training Module

1.3 Architectural Requirements to be met by the Information System

1.3.1 The Information System MUST be supplied and configured to implement the following architecture.

1.3.1.1 **Database Management**: For data storage, processing and retrieval by the application systems
1.3.1.2 **Production Management:** For handling production level functionalities including, procurement of raw material, tools and equipment; Sale of finished products, Production schedule tracking and cost tracking.
1.3.1.3 **Finance and Accounts Management:** This will cover functionalities in Fund's Finance & Accounts Management & Payroll functions.
1.3.1.4 **Management Information System (MIS)**: MIS shall generate the reports presently being created by different departments at the Fund. MIS should be generated from the shared database and transaction processing systems. Identified Key Performance Indicators (KPIs) for each of the key users and other Information will be part of MIS. Identification of KPI and CSF (Critical Success Factor) will be done for major processes and projects which will be done periodically by the Fund. The same would be used by the management for business control and policymaking. Dashboard indicating the status of projects and also summary of key resource allocation and utilization issues requiring top management's attention will be designed and indicated.

1.3.1.5 **Decision Support System (DSS):** The proposed Financial Management System based system should be able to analyze, assess pre-specified aspects of the decision-making process.

1.3.1.6 **Work Flow Management:** It includes design and implementation of formats for initiating requests, approvals, information sharing, planning/scheduling for activities, booking for shared resources etc.

1.3.1.7 **Financial Management System Portal:** For employee self-service functionality.

1.4 Systems Administration and Management Functions Required to be met by the Information System

1.4.1 The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

1.4.1.2 <u>Installation, Configuration and Change Management</u>:

The implementation will be done at the Fund offices. The Financial Management System shall be proprietary software or open source. The set of applications shall be by one software manufacturer. Fund will not accept different software vendors. The bidder shall develop a dummy environment to allow users to test the system before full implementation. The test environment shall be similar to the live environment. The proposed solution shall be capable of importing data from files formatted in common formats such as XML, MS Word, PDF, Excel, CSV, Access, etc. The proposed solution must integrate with the Microsoft Active Directory and Microsoft Exchange to allow for sending of alerts and other information to targeted recipients.

The proposed Financial Management System solution shall have an interface with the ability to integrate with other systems, notably Fund

- Outlook email client / MS Exchange Server,
-Microsoft Active Directory, Directory Services
- Microsoft Office Applications,
- PDF Viewers
- Electronic Document Management System

The bidder must offer trial licenses for use during project implementation. Fund licenses should only get into production after go-live.

The bidder shall be responsible for Change Management within Fund to ensure the system meets it's intended purpose.

1.4.1.3 <u>Operational Monitoring, Diagnostics, and Troubleshooting</u>:

The system MUST provide an intuitive, user-friendly, and easy-to-use interface that minimizes the need for training. The system SHOULD have a common look and feel across all modules. Online help MUST be available for all modules. The system MUST identify errors, inconsistencies or additional requirements at the time data is entered. Processing of the transaction MUST be suspended and / or re-routed to resolve the problem in "real time". The system SHOULD provide quick menus (favorites) which would be helpful to store the most used menu for a user. The language of the system and all its components MUST be English.

1.4.1.4 <u>User Administration and Access Control</u>:

The System MUST have a robust security active directory integrated administration and authorization profiles that assure system access. The system user and security administration functions MUST provide necessary controls to ensure that no more than one

individual can access the system or perform specific operations
Templates or group functions MUST be provided to facilitate maintenance. Changes in assignment or termination MUST automatically trigger a review of the employee's security privileges. Comprehensive logs of transactions and security incidents MUST be maintained for auditing purposes.
The system MUST allow administrator to export logs on various formats for further offline analysis.
The system MUST execute authority checks in its security administration and authorization profiles to ensure only authorized individuals can access the system or perform specific operations.
The system MUST record changes to authorization profiles.
The system MUST facilitate archival of documents from the Financial Management System to a Separate repository and MUST be accessible.
Access to archived records MUST be secured using standard authorization profiles.
System MUST prohibit multiple users from updating the same record simultaneously.
The number of failed attempts allowed MUST be configurable
The system MUST have features that prevent the user from further access when the SET number of failed attempts is exceeded
The system MUST have the ability to log out the user automatically after a specified period of an idle session.
The "profiles" user defined or system defined MUST be maintained at different levels for better security usage.
The system MUST have the ability to support single sign-on.
The users in the systems MUST have controlled access to different business areas such as modules and / or menus in the system. The system administrator MUST control this access.
The user MUST be able to access a single or multiple menus / modules in the system as granted by the system administrator.
The system MUST have facility to run an individual job schedule request / group of job schedule requests.
The system MUST have facility to create a group of job schedule requests that would be accessible to a single or group of users.
The system should have the facility to create user defined menus and attach different business functions to it.
The system MUST provide default data groups or user defined data groups to enable access to different business data in the system.

1.4.1.5 <u>System and Information Security and Security Policies</u>:

The system MUST have an inbuilt System Administrator Role with the ability to monitor all the requests submitted in the system.
The system MUST support multiple levels of security. This includes protecting certain fields from unauthorized access. In addition, access to certain functions and data MUST be protected until they are approved by policy makers (e.g. budget scenarios that are created for analysis prior to publishing a formal recommendation). Application security MUST be integrated with database security and Microsoft Active Directory. The system parameters, including application controls, authorizations and standard security configuration MUST be clear, well defined and can allow processing in an efficient and controlled manner, while protecting valuable data. The System MUST have ability to provide adequate audit trails that can be reviewed for information. These records MUST be non - editable and be secured from unauthorized access. Electronic records MUST maintain the old and new values to the

change and the transaction used to generate the record. The system MUST allow one to define security events / incidents which upon occurrence, the system generates an email and sends it to a defined distribution list to notify the security administration "in an immediate and urgent manner". The messaging system MUST also have the capability of being interfaced to send this message externally to Microsoft Exchange. The system MUST have the flexibility to create user defined responsibilities / profiles to which different requests / functions / reports can be attached.

The system MUST be able to define policies for different levels of users e.g. a “High Security” profile for power users whose requirements are stricter than “Medium Security” profile for business end users

Clear segregation of privileges must be presented and implemented by security matrix of roles against authority. Security matrix will be gathered and created by vendor during the project analysis phase

Data masking/encryption of sensitive data MUST be supported

The system MUST support digital signatures

1.4.1.6 <u>Back-up and Disaster-Recovery</u>:

The Financial Management System Application shall have in-built capability to manage application software backups and restore with Source Control and the solution shall have in-built software to manage automated database backups and restore. The Financial Management System Must have the ability to create scheduled backups of system data. System should allow different backups including daily, weekly among others. The supplier MUST prepare all Technology policies and procedures related to the Financial Management System including authorization, backups and restore manuals, table space maintenance, archival etc., Knowledge transfer documentation for the solution implemented should include, and not limited to, operating system administration, database administration, application administration, modules management, troubleshooting, backup and restore. The system must provide for security backup facilities to enable complete file restore and recovery as well as remote backups, online backups and multiple backups.

1.5 Performance Requirements of the Information System

1.5.1 The Information System MUST reach the following performance levels.

1.5.1.1 The system should support functionally distributed computing from a centralized environment, allowing distributed functions across different locations. It should include integrated tools for monitoring system performance such as response time, CPU utilization.

1.5.1.2 The System should ensure that functions and its integrations are according to the definition as per scope of work and shall have 95% uptime efficiency for all users.

1.5.1.3 The system MUST be responsive and available. Any volume processing MUST not interfere with online responsiveness or availability.

1.5.1.4 The system MUST support replication and rapid fail-over or redeployment in the event of problems or planned maintenance.

1.5.1.6 The Vendor MUST design, develop, manage and conduct Performance and Volume Testing.

1.5.1.7 The Financial Management System should provide performance statistics for the CPU / Memory, database, Application servers.

1.5.1.8 The Financial Management System should have tools for administration of configuration management, performance tuning, and capacity planning.

1.5.1.9 The bidder is required to undertake the following to review readiness of the Financial Management System:

(i) Facilitate in setting up central help desk for any queries.

(ii) Review the health, usage and performance of the system till it stabilizes.
(iii) Ensuring resolution / documentation of all issues raised during implementation.
(iv) Final configuration / integration, volume and stress testing.
(v) Switch over to production environment.

Service Specifications - Supply & Install Items

2.1 System Analysis, Design and Customization / Development

2.1.1 The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

2.1.1.1 Detailed Analysis: ***System Design Document; System Requirements Specification; Interface Requirements Specification, Software / System Test Descriptions; and Software / System Test Plan***.

2.1.1.2 Physical Design: ***Software Design Description; Interface Design Document; Database Design Document****; etc.*

*2.1.1.3 Integrated System: **User's Manual; Operations Manual;***

2.2 Software Customization / Development

2.2.1 The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and / or with the following technologies and / or tools.

2.2.1.1 ***Software Development Method*** *- The supplier must use a formal software development methodology which covers the following phases: Definition, Operational Analysis, Solution Design, Build, Transition and production.*

2.3 System Integration (to other existing systems)

2.3.1 The proposed solution shall be capable of importing data from files formatted in common formats such as XML, MS Word, PDF, Excel, CSV, Access, etc. The proposed solution must integrate with the Microsoft Active Directory and Microsoft Exchange to allow for sending of alerts and other information to targeted recipients.

The proposed Financial Management System solution shall have an interface with the ability to integrate with other systems, notably Fund's:

- Outlook email client / MS Exchange Server,
- Microsoft Active Directory, Directory Services
- Microsoft Office Applications,
- PDF Viewers
- Electronic Document Management System

2.4 Training and Training Materials

2.4.1 The Supplier MUST provide the following Training Services and Materials. The vendor should plan out the training activities for imparting specialized training as per the various categories of training as detailed below.

2.4.1.1 User: The user level training may be planned on site arranged in batches to cover the training requirement for all the users. Fund expects minimum 15 working days of functional training for all end Users and 30 full working days for Core Functional Team. System level training for IT Personnel should be at least for 30 full working days. The Core team have to be equipped with requisite technical knowledge before the implementation takes-off. Their training may have to be

delivered at authorized training center of the vendor. Proper Financial Management System certification training need to be provided to functional personnel and IT Systems personnel from the Fund. The training curriculum & the schedules for the different levels of user should be informed in writing to Fund at least 2 weeks in advance.

Core user - access to the full application with all rights for the specific module as per the representation from the concerned Department. These are the users drawn from various departments having the functional knowledge and needs to be imparted functional expertise for the respective modules for using the application with rights for editing, modify and entry of data and generating various types of reports. These functional experts in turn would support the users of their respective functional department in understanding the functionality of the respective module and should be trained specifically for generating relevant reports from the system along with dynamic reporting features.

End user Access - End users are the users who will do the data entry and updating in the various forms and would be responsible to put the data in the Application. Here the roles would be defined for various levels with specific rights for accessing part of the application. Training should cover related to entry and updating of data in the various forms and generation of reports as per the rights provided.
The bidder MUST provide a list of expected training documents and materials to be delivered during the project.

2.4.1.2 Technical: Admin User (system level) - These are the administrative users who are the I.T personnel of the Fund to give technical support to various departments. Various categories of user to be provided specialized training is detailed as under:

- Financial Management System client and application Server configuration and installation, backup and recovery.
- Database Administration Training limited to configuration as required in database for installation of Financial Management System.
- Technical training on Form and report development including customization forms and report templates.

Prepare and supply User / Operation Manual for smooth and trouble-free operation in the system. The Bidder MUST provide information on the types of training to be offered for super users, end users IT personnel, among others.

2.4.1.3 Management: Top management users to have access to all or some of the modules as decided by the management. The training should highlight on operation and reporting features of all the modules and primarily concentrate on use of Management Information Systems and Decision Support Systems.

2.5 Data Conversion and Migration

2.5.1 The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services:
Perform data migration as a project dedicated to the unique objective of establishing a new (target) data store.
Perform data migration in four primary phases: Data Migration Planning, Data Migration Analysis and Design, and Data Migration Implementation, and Data Migration Closeout

The supplier must plan and Mitigate Risks associated with Data Conversion and Migration

including but not limited to Application downtime/business freeze, performance degradation, Technical incompatibilities, and Data corruption/loss.
The supplier must conduct mock migrations, pilot migrations before the final migration run; this will ensure that the migration process is robust and trusted.

2.6 Documentation Requirements

2.6.1 *All project documentations (softcopy and hardcopy) MUST be handed over by the vendor and will be considered FINAL once approved by Fund.*
The documentation provided should be done at all the phases of the implementation
All project documentation versions MUST be controlled by the use of a Project Library directory.
All relevant documentation MUST be handed over to Fund after the project implementation.
All documents MUST be submitted in English language, including user manuals.
The Supplier MUST prepare and provide the following Documentation.

2.6.1.1 End-User Documents:
The following project documentation, among others, MUST be provided:
- Training / User guide manuals for each module,

2.6.1.2 Technical Documents:
The following project documentation, among others, MUST be provided:
- *Requirements and Business Process documents including customization, modification or extensions Solution document, Architecture and design document,*
- *Data Migration Strategy*
- *Testing Strategy*
- *Technical administration guide for all the technical components of the Solution*
- *Backup and restore document, and any documentation needed to transfer the knowledge.*

2.7 Requirements of the Supplier's Technical Team

2.7.1 The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

2.7.1.1 **Project Team Leader:** Vendor *certification in the proposed solution, 6 years' experience in and demonstrated successful implementation of the solution*

2.7.1.2 **Finance Expert**: *6 years' experience in implementing the respective functional areas and demonstrated successful implementation.*

2.7.1.3 **Human Resources Expert**: *6 years' experience in implementing the respective functional areas and demonstrated successful implementation.*

2.7.1.4 **Procurement Expert**: *6 years' experience in implementing the respective functional areas and demonstrated successful implementation.*

2.7.1.5 **I.T. Technical Expert/Database Expert:** 6 years' experience in database development and administration and demonstrated successful implementation.

Technology Specifications - Supply & Install Items

3.0 General Technical Requirements

3.0.1 Language Support: All information technologies must provide support for English Language.
Specifically, all display technologies and software must support the ISO/IEC 12207 standard on software life cycle processes and perform sorting according to appropriate standard method.
Dates: All information technologies MUST properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data.

3.0.2 Electrical Power: All active (powered) equipment must operate on 220v +/- 20v voltage range and frequency range, 50Hz +/- 2Hz. All active equipment must include power plugs standard in Kenya.

3.0.3 Environmental: Unless otherwise specified, all equipment must operate in environments of 10-30 degrees centigrade temperature, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust conditions.

3.0.4 Safety:

3.0.4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than *55* decibels.

3.0.4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting *US FCC class B or END 55022 and END 50082-1*, or equivalent, emission standards.

3.1 Computing Hardware Specifications

3.1.1 The supplier Must visit the Fund to confirm whether the existing hardware is capable of ensuring 99% uptime efficiency, ensuring optimal performance and supports best practices in Financial Management System implementation. The supplier should propose in its bid the requisite improvement required to ensure optimal performance and utilization of the system.

3.2 Integrated Financial Management System Specifications

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist shall meet or exceed the provided technical requirements.

TECHNICAL REQUIREMENTS

BIDDERS SHALL MEET EACH AND EVERY TECHNNICAL SPECIFICATION REQUIRED AND ATTACH EVIDENCE OF MEETING THE SAME/SPECIFICATION BRONCHURES.

PRODUCTION MODULE

1	PRODUCTION MODULE	(FS,PS,CR,NS)	REMARKS
1.0	The system should be able to allow creation of various order classifications. (private, government and Internal/manufactured)		
1.1	The system should have the ability to allow customers to place orders		
1.2	The system should be able to capture customer details eg name, contact, mobile email, location item ordered etc.		
1.3	The system should be able to receive and classify the orders.ie Industry (Manufactured stock, Government or Private) and Farms.		
1.4	The system should be able to check availability on ordered item and alert. If available in stock- purchase, if not link to production.		

1.5	Ability to generate a Costing Sheet including profit margin i.e. private 30%, government 25% of the total cost of material		
1.6	Ability to raise invoice (minimum of 75% cost of the item) for payment of government and private specific orders and link it with e-citizen paybill. Away from manufactured stock.		
1.7	Ability to receipt payment and link with account module Away from manufactured stock.		
1.8	The system should have ability to generate a Work Order Number and a Job Card.		
1.9	The system should have ability to allow creation of various types of raw materials in the job card. (timber, nails, paint, welding wire, fabric etc.)		
1.10	The system should have ability to request raw materials as per the job card by the section head to the store keeper and link to inventory module		
1.11	Ability to allow approval of requests by the officer in-charge		
1.12	The system should have ability to generate progress reports on production		
1.13	The system should have ability to closing of the job card and send alert on order completion. The client to confirm on how the item will be delivered		
1.14	The system should have ability to generate invoice of the balance if any (ecitizen paybill) and link to accounts module Away from manufactured stock.		
1.15	The system should have ability to flag off and keep records/history of closed orders		
1.16	The system should have ability to link with inventory module for manufactured stock.		
2	**SHOWROOM REGISTER**		
2.0	Ability to capture item fields such as and not limited to: category, work order number, description, price, location, image etc.		
2.1	Ability to transfer a product from one showroom to another		
3	**FARMS**		
3.0	The system should be able to allow creation of various farm products classifications. (Livestock production, crop production, horticultural, fisheries forestation, apiculture, floriculture, landscaping, tea coffee poultry and fodder)		
3.1	Requisition of farm inputs (fertilizer, seeds, herbicides, insecticides.) and link it to the inventory module.		
3.2	The system should allow uploading of farming activities at all levels and allow monitoring of the activities at different levels		
3.3	The system should allow uploading all harvested products ready for sale and link it with e-commerce		

	module		
3.4	The system should allow Declaration of harvest by farm manager to the director farms.		
3.5	The system should allow approval of sale of produce accordingly (internal sale / external sale)		
3.6	The system should allow uploading of price list of different farm products		
3.7	The system should have ability to link with inventory module for harvested farm stock		
3.8	The system should have ability to generate invoice of the farm products (ecitizen paybill) and link to accounts module.		
4	**REPORTING**		
4.0	Production reports (monthly, quarterly and annually)		
4.1	Sale report (monthly, quarterly and annually)		
4.2	Materials report (monthly, quarterly and annually)		
4.3	Finished product report (monthly, quarterly and annually)		
4.4	Requisition report (monthly, quarterly and annually)		
4.5	Harvested stock report (daily, monthly, quarterly and annually)		
4.6	Declaration report		

E-COMMERCE

No	Requirements	(FS,PS,CR,NS)	Remarks
1.0	**Product Information/Management**		
	Capture items such as and not limited to;		
1.1	Product name, category, images, description, dimensions, weight, quantity, price and other details.		
1.2	Ability to add, edit and delete product		
1.3	Ability to capture the product store location		
1.4	Ability to browse products by category/ classification, brand, price ranges, etc.		
1.5	Ability to enter multiple products and add them to the cart in one batch.		
1.6	Ability to save products to shopping list		
1.7	Ability to manage (e.g., delete, edit attributes) products in shopping list		

1.8	Ability to search on keyword, description text, item number, or category keyword		
1.9	Ability to store and view multiple images for each product		
1.10	Ability to state availability of products e.g., State how many items are still on stock.		
1.11	Ability to provision for integration with third-party logistics tracking system (For customer to know when the product will be delivered to them)		
1.12	Ability to allow applications of discounts or coupons		
1.13	Ability to allow users to save products in wish list		
2.0	**Payment Methods**		
2.1	Ability to support for multiple payment methods: credit card, mobile money, etc.		
2.2	Ability to support Auto-payment processing without human intervention (for all forms of payment)		
2.3	Ability to Support real-time credit card authorization		
2.4	Ability to integrate with government payment gateway		
3.0	**Customer Account Management**		
3.1	The customer should be able to see the information that is specifically relevant to them: order history, overview of receipts, shopping lists or repeat orders, etc		
3.2	Ability to create an account		
3.3	Ability to add/edit all personal information.		
3.4	Allow customer to set default shipping and billing addresses		
3.5	Ability to access order history and current status of placed orders (with search, filter, sort functions)		
4.0	**Delivery**		
4.1	Allow customer to edit billing addresses		
4.2	Ability to view “pre-shipping” order status		
5.0	**Customer Services**		
5.1	Ability to Support live chat		
5.2	Ability to gather general site feedback via a feedback form		

5.3	Ability to allow customers to leave reviews and ratings for products they have purchased		
6.0	**Reports**		
6.1	Ability to view Admin dashboard for report overview		
6.2	Ability to generate Sales report		
6.3	Ability to generate on Low Stock Report		

BUDGET MODULE

1	**BUDGETING**	**(FS,PS,CR,NS)**	**Remarks**
	Budget Creation		
1.0	**Ability to capture budget by:** a) To allow creation of annual work plans from various stations in the prescribed format. b) Ability to consolidate all annual work plans c) Monthly, Quarterly and Yearly basis a) General Ledger account, department and Cost Centre		
1.1	Ability to generate new budget based on the consolidated work plans and apply a percentage increase or decrease		
1.2	Ability to rationalize the budgets in accordance with available funds and readjust work plans		
1.3	Ability to allow hierarchical online approval of both formulated work plans and budget.		
1.4	Ability to link allocated budget/funds to specific key Outputs		
1.5	Ability to prepare both expense budget (Operational and Capital) and revenue budget/forecasts		
1.6	Ability to store historical budget data		
1.7	Ability to store multiple “proposed” budgets		
1.8	Allow automated conversion of “proposed” budget to actual budget		
1.9	Ability to reallocate budgets. This should require on-line approval. Ability to reserve and unreserve committed funds		
1.10	Ability to support top down and bottom up budgeting		
1.11	Ability to create balance sheet, profit & loss, cash flow and capital budgets		
1.12	Ability to provide comprehensive audit trail of changes to a budget.		
1.13	Ability to revise and approve a new budget		
1.14	Ability to synchronize budget with current GL structure and changes to cost Centre’s and departments		

1.15	Ability to reallocate budget items with appropriate audit trail		
1.16	Ability to accommodate a budget calendar which may be different from a financial calendar		
1.17	Ability to support activity based budgeting providing for a facility to capture objectives activities and outcomes at item and sub item levels.		
1.18	Ability to allocate budget ceilings by programs and by account code		
1.19	Ability to trace payments to budget line items for cost management purpose.		
1.20	Ability to provide online facilities to view actual data with original budget or revised budgets.		
1.21	Ability to be working in sync with work plan, procurement and payment process in order to have inbuilt control within the business cycle.		
1.22	Ability to support copying of budgets from a financial period to another. The copied budget should be modifiable through application of percentages or absolute figures.		
1.23	Ability to be able to view each department/function budget, spending to date and expected expenditures for the rest of the period.		
1.24	Ability to support commitment control of the budget not to allow spending on a line item in the absence of a budget and procurement/cash/work plans		
1.25	Ability to appropriate notifications MUST get generated based on the workflow to be triggered for approval events.		
1.26	The system MUST facilitate contingency budgeting if required		
1.27	The system MUST allow adding supplementary budgets activities and by cost centres		
	Reporting/Analysis		
1.28	Ability to generate budget vs actual reports across multiple levels e.g. departmental, GL codes etc.		
1.29	Ability to factor commitments e.g. open purchase orders in carrying out analysis of budget against actual		
1.30	**Ability to compare:** a) Current year actual/budget/forecast month and Year to date b) Show expenditures, commitments c) Combined Expenditure, commitments and available balance d) Previous year actual/budget month and Year to date at any level, department, GL code.		
1.31	Ability to create user-defined budget analysis reports		
1.32	Ability to import/export budgets or budget information from/to spreadsheet		
1.33	Ability to provide alerts and notifications when a budget milestone is met		

1.34	The reports must conform to the National Treasury reporting requirements: i. Monthly budget reports ii. Quarterly budget reports iii. Reallocation reports iv. Actual vs. Budget v. Year expenditure/revenue reports vi. Annual budget reports vii. Cost budget reports in user defined period viii. Performance contracting reports		
	Reporting Requirements		
1.35	The system MUST facilitate forecasting of costs and revenue in terms of trends based on historical data		
1.36	The system MUST also allow downloading budgeted revenue and expense items from the budget system and creating a link with the current period data to produce variance explanations between the two items.		
1.37	The application MUST have following types of reports i. Profit & Loss account ii. Trial balance (Average, Detail & Budget), Balance Sheet (actual and projected) iii. Performance report iv. Forecasted Income Statement v. Cash Flow Statement vi. Statement of changes in equity vii. Budget vs Actuals viii. User defined ix. Complete IPSAS formats including notes, IFRS formats x. Complete Quarterly financial statements report in IPSAS & IFRS formats xi. User defined period reports xii. Notes to the financial statements		
1.38	When preparing the budget out-turn report, one must be able to generate it with the options of: i. Factoring in all actual payments and committed funds (i.e. funds whose purchase requisition has been approved but the actual payment has not been made) ii. Factoring in only actual payments made		
1.39	The budget out-turn should not include future payments (not yet incurred) as a result of scheduled LPOs or journals.		
1.40	The system must be able to capture funded program budgets (e.g. GoK, World Bank, etc.) and report on them per the funder's reporting template.		
1.41	System prevents department level users from updating budget information after it has been submitted.		

1.42	Allows Budget Office to "push" worksheets out to departments electronically for budget preparation.		

FINANCIAL AND ACCOUNTS MANAGEMENT MODULE

1	**FINANCIAL AND ACCOUNTS MANAGEMENT MODULE**	**(FS,PS,CR,NS)**	**Remarks**
No	General Requirements	(FS,PS,CR,NS)	Remarks
1.1	Provide an interface that allows cash receipts captured in the system to be automatically reflected on the G/L and cashbook on a real time basis		
1.2	Provide a common chart of accounts across the departments but allow flexibility in definition of account codes to allow reporting at departmental level		
1.3	The Chart of Account must provide for a unique alpha-numeric, flexible account code structure with a user-defined number of segments and lengths per segment.		
1.4	Changes to the Chart of Accounts must be controlled and require necessary approval or amendment to be restricted to authorized personnel only		
1.5	The system must be able to maintain budgets at all levels of the Chart of Accounts.		
1.6	Ability to flag prepayments to show periods they relate to (and system creates required entries)		
1.7	Ability to edit existing journals		
1.8	Ability to support reversal of journal entries		
1.9	Ability to compare invoices relating to specific period (based on invoice date and date processed) with the related accrual that were made previously to try gauge the accuracy of accrual processes		
1.10	Facility of an extended narrative to describe what should/should not get posted to particular G/L accounts		
1.11	Ability to “Attach” scanned supporting documents to entries		
1.12	Ability to drill down from GL entries into supporting documentation/transactions (may be multi-level drill down) to see original entry		
1.13	Ability to create profit and cost centers and report at those levels		
1.14	Allow nominated GL accounts to be only updated by subsidiary ledger transactions and blocked from journal entries.		
1.15	When making queries, ability to filter and sort transaction entries on every field, and to filter based on multiple criteria		
1.16	Provide a flexible and customizable user interface		

1.17	The chart of accounts MUST be flexible to accommodate the future business expansions in the segments & GL codes		
1.18	Provide a robust and fault tolerance error management functionality that ensures data integrity and prevents incomplete entries or corrupt data e.g. if power failure in the middle of processing a transaction		
1.19	Allow seamless integration with MS Office applications specifically MS Word and MS Excel as well as Outlook		
	Financial Reporting **Provide the following reports:**		
1.20	The system must address balance brought forwards on assets & liabilities (unsold furniture, farm produce in stores, suppliers, customers, staff loans, etc.)		
1.21	Provide facilities posting adjusting journal entries to prior periods by authorized users (only)		
1.22	Dynamic reports with the provision for a drill-down capability.		
1.23	Trial Balance		
1.24	Income Expenditure Statements/ Statement of financial performance		
1.25	Receipts and Payments		
1.26	Balance Sheet(Statement of Financial position)		
1.27	Cash Flow Statement		
1.28	Statement of changes in equity		
1.29	Quarterly reports to treasury: Should provide variance and comparison in current period expenditure and income with prior periods. Treasury provides standard template forms for these reports-IPSAS Accrual Template		
1.30	Monthly Management Report: This should be a financial report for each vote in the Ledger for the purpose of budget monitoring		
1.31	Ability to generate Budget report and Budget comparisons		
1.32	Ability to generate management accounts for statutory accounts reports from the ledger. Allow for Tax computation and analysis		
1.33	Allow for creation of customized reports to serve various funding sources requirements		
2	**Business Analytics**		
2.1	Support for business intelligence		
2.2	Ability to define key performance indicators and monitor them through reporting and analysis tool e.g. include performance on actual expenditure vs budget, ratio of recurrent to development expenditure, rate of cost reduction		
2.3	Ability to preview report before printing		

2.4	Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report		
2.5	Ability to reprint documents(invoices, memos ,receipts)		
2.6	Ability to support analysis of financial reports using graphs and charts		
2.7	Ability to support business intelligent reporting in inventory, payables and receivables including graphical presentation		
3	**Security And Controls**		
3.1	Allow user access to be controlled at numerous levels		
3.2	Ability to maintain detailed and summary transaction history by account with audit trail showing who, when and why		
3.3	Ability to query audit trails by transaction, by user, by account or GL code etc. for both transactions and standing data		
3.4	Ability to log reversals or corrections without allowing complete deletion		
3.5	Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles		
3.6	Ability to secure financial and reporting information to appropriate individuals associated with specific departments, roles or functions		
4	**General Ledger**	**(FS,PS,CR,NS)**	**Remarks**
	Charts of Accounts		
4.1	Customizable charts of accounts - The System shall have a flexible and expandable chart of accounts structure (for both length of segments and number of segments) All Gok Chart of Accounts Requirements must be met.		
4.2	Balance Sheet segment		
4.3	Income Statement segment		
4.4	Allow direct posting		
4.5	Support commitment accounts		
4.6	Allow re-classification of charts of accounts/GL		
4.7	Generate combined departmental budgets(Capex & Opex) in MS Excel, MS Word or any other relevant format		

4.8	Ability to define the chart of accounts in such a manner that account balances can be tracked by the following dimensions: a) Company Name b) Department/Cost Center c) Sub department /Cost Center d) Main GL accounts/sub-ledger e) Projects f) Location, etc.		
4.9	Support a variety of journal processing options		
4.10	Support journal to be grouped and processed in batches ensuring verification and authorization		
4.11	Handle general journal and recurring journals		
4.12	Manage recurring transactions		
4.13	Ability to show budget allocation/balance at entry of transaction		
4.14	Ability to display fields that fully describes the transactions		
4.15	Ability to print GL in a specified period		
4.16	Categorize income and expenses at various levels (grouping, subgroups)		
4.17	Support segmented general ledger		
4.18	Ability to monitor expenses against the budget per department per GL account		
4.19	The accounting structure MUST have control inbuilt not to allow updates by users from other sub ledger modules unless it is approved. The application MUST freeze the changes made in the structure and also display the last updated by.		
4.20	The application MUST have the capability to generate parent child within the accounts. Defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.		
5	**Accounts payable**	**(FS,PS,CR,NS)**	**Remarks**
	Invoice processing		
5.0	The system must be able to process supplier invoices by interfacing with the procurement module		
5.1	The system must be able to capture all the relevant details relating to invoice processing and maintain a complete history for audit purposes. At a minimum, the following information needs to be captured: i. Invoice type (Debit Memo, Credit Memo, expense, etc.) ii. Invoice Number iii. Invoice Currency iv. Invoice Amount v. Payment Terms vi. GL Date vii. Supplier Details viii. Transaction Date ix. Line description / Details		

	x. Payment Voucher Number xi. Payment Voucher Amount xii. Balance xiii. Payee xiv.Cheque Number (Physical Cheques) / EFT Reference xv. Budget Line Number / Description xvi.Bank Details (Bank Code, Bank Description, etc.) xvii. Division / Department		
5.2	Ability to maintain vendor database		
5.3	Ability to pay vendors		
5.4	Allow for generation of Payment Voucher entry		
5.5	The system must embed a workflow for verifying and approving invoices received for payment. The approval levels will depend on the invoice value.		
5.6	Ability to automatically generate payment voucher, imprest and invoice numbers		
5.7	Ability to approve Purchase Orders on the system		
5.8	Ability to process payments made by credit cards, checks and journal transfers, at a minimum		
5.9	Provide the capability to consolidate multiple payments to a single supplier. Should allow for partial payments		
5.10	Ability to set recurring bills		
5.11	Ability to schedule bill payments for suppliers		
5.12	Ability to track bill due date and set reminder when a bill is due		
5.13	Ability to track unpaid bills		
5.14	Ability to carry prepaid and accrued expenses into a new year		
5.15	Ability to distribute expenses to multiple accounts per line item		
5.16	Ability to generate alerts on approved documents		
5.17	Ability to provide Online banking		
5.18	Ability to pay from an account		
5.19	Ability to maintain vendor standard discounts(percent, volume, etc), when discounts were offered / accepted, effective date, and end date		
5.20	Ability to provide a means to track when available discounts could be used, by dates and by suppliers		
5.21	Ability to process journal vouchers both in batch and individual entries		
5.22	Encumbering Process		
5.23	Prepayment Surrender		
5.24	Automatically deduct and remit to KRA: VAT, Excise Duty, Service Tax , etc		

6	**Payable Analysis**	**(FS,PS,CR,NS)**	**Remarks**
6.0	Ability to mark an invoice/voucher as held with appropriate approval		
6.1	Ability to prevent duplicate invoice numbers per supplier		
6.2	Ability to raise debit and credit note		
6.3	Ability to settle payments		
6.4	The system should be able to indicate payment type: cash, physical cheque, EFT, Credit/Debit Card, Mobile money transfer / pay, and RTGS		
6.5	**Accounts Receivable**		
6.6	The system must be able to automate the receipting process and generate Payment Receipts that can be printed.		
6.7	The system must be able to update accounts receivables and cash / bank as a result of receipting		
6.8	The application MUST have the facility of generating automatic receipts & clearance of the same		
6.9	The system must only accept receipts that properly match with a receivable. Receipt entries must automatically interface with the General Ledger.		
6.10	The application MUST provide facilities to query accounts		
6.11	The application MUST facilitate Interfacing of invoices using Auto Invoice interface functionality to import and validate transaction data from legacy financial systems or any other third-party system and create invoices, debit memos, credit memos, and on-account credits in Receivable		
6.12	The application MUST facilitate interfacing invoices from an external Billing System or revenue accounting system and allow to be processed in batches.		
6.13	The system should be configurable so as to allocate receipts into various GL accounts. One should also be able to generate reports on receipts on the various categories as defined.		
6.14	The application must be able to restrict posting of receipts by users to specific accounts.		
6.15	The application MUST support the reversals, corrections of the payments and the receipts.		
6.16	The application MUST capture receipts other than direct revenue generating activities through miscellaneous receipts.		
6.17	The application MUST allow matching of receipts to invoices based on different parameters like customer id, name, invoice numbers etc.		
6.18	The receivable system MUST maintain Payment terms		
6.19	Capability to charge customers for bounced cheques.		

6.20	Capability to charge customers for approved penalties and/or fines. Thus, the system should have the capability to define penalties and/or fines and allow for their selection from a drop down or similar facility.		
6.21	The system must allow one to print a comprehensive customer account statement showing all transactions.		
6.22	The application must be able to process receipts in multiple currencies		
6.23	Ability to backdate receipts date but after several levels of approval. This is especially important to prevent interest accrual on receipts that are processed after the system has been offline for an extended period of time.		
6.24	The system should be able to produce cumulative reports on receipts per customer, per bank, etc.		
6.25	The application should interface with the bank so as to support creation of automatic receipts based on the bank files having customers depositing the cash directly into the corporate account.		
6.26	The system must be able to interface with other modules so as to be able to retrieve customer details (such as: customer codes, customer name, location, contact details, etc.) and invoices being settled (licenses, penalties, etc.).		
6.27	The system must be able to set up payment parameters for customers such as: currency of payment, payment frequency, etc.		
6.28	The system must be able to handle suppliers who are also customers		
6.29	The system must be able to detect duplicate customers by comparing a combination of unique customer details like the Revolving Fund internal generated numbers and the tax PIN.		
6.30	The system must be able to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.		
6.31	Alerts and notifications when accounts receivables are due.		
6.32	The system must be able to produce exception reports so as to determine customers whose credit limit is older than a specified number of days.		
6.33	The System MUST generate dunning or collection letters, to have credit limit and credit hold functions.		
6.34	The application MUST send notification through workflows once credit limit for customer is exhausted.		
6.35	For customers who overpay, the system should be able to: i. Perform invoice split-matching ii. Allocate the excess amount to the customer's credit account iii. Or the customer's other accounts		
6.36	Ability to define Customer credit policies / limits.		
6.37	Ability to track a customer's credit balance and issue alerts upon attainment of a set threshold.		
6.38	The system must be able to produce aged receivables report for various account categories.		
6.39	The financial module should be able to interface with the respective system so as to pull credit policy conditions/terms per category.		

6.40	The system must support bad debt provisioning.		
6.41	The application MUST have written off limits defined for users and inbuilt approval process for bad debts or adjustments.		
7	**Produce Cash flow Projections**		
7.0	Ability to show overdue cash flow projections		
7.1	Produce overdue payables report		
7.2	Ability to project annual cash flows after one year of data is collected		
7.3	Ability to merge and report actual/historical cash flow utilization and future cash flow projection		
7.4	Ability to merge bank/cash accounts with respect to cash flows		
7.5	The system must be able to convert approved loans/advance applications to payment vouchers		
7.6	Ability to provide comparisons of various periods and current period for performance purposes		
8	**Support partial payment of Specified Invoices**		
8.0	Ability to select specific suppliers for payment		
8.1	Ability to select specific invoices for payment		
8.2	Ability to capture invoice information(date, amount and receipt date)		
8.3	The system should be able to close a purchase order upon payment of the full amount.		
8.4	Ability to pay a designated percentage of the total due		
9	**Tax Processing**		
9.0	Ability to meet requirements of the following types of tax and have provision for setting up any additional tax requirements: i. Corporation Tax ii. Withholding Tax iii. Withholding Value Added Tax iv. Pay As You Earn (PAYE) v. Value Added Tax (VAT) vi. Reverse VAT vii. Tax on contract payments viii. Any other defined taxes		
9.1	Ability to account for, analyze and report on input and output VAT		
9.2	Generate user defined VAT analysis over a given period		

9.3	**The system should support Withholding tax and therefore have :** a) Ability to compute withholding VAT and withholding tax and post them to relevant GL accounts b) Ability to classify customer/suppliers and services / products as VAT exempt or VAT chargeable c) Ability to generate periodic report on withheld VAT showing details of tax withheld for supplier and invoice and total for the period d) Ability to generate periodic report on withheld tax showing details of tax withheld for each payment and total for the month e) Ability to set tax tables and update them when rates change		
10	**Expense Reporting**		
10.1	Ability to support expense policy definition and compliance e.g. approval limits for expenses		
10.2	Ability to upload expenses from excel sheet		
10.3	**Reports.** *Provide expense reports grouped by :* i) Individual ii) Expense item iii) Cost Centre iv) Department		
10.4	Ability to support expense reporting and analysis by vote		
10.5	Ability to consolidate individual expenses into departmental expense report		
11	**Cash Management**		
	Banking & Cash Management		
11.0	The system must be able to support the Kenya Shilling as the functional currency and should further be able to support other major currencies including but not limited to Euros, US Dollar, and Sterling Pound.		
11.1	The system should allow one to upload currency exchange rates downloaded in predefined file formats from certain websites e.g. CBK, Commercial Banks		
11.2	Able to translate amounts from functional currency or source currency in the originating ledger, based on a specified exchange rate		
11.3	The system Should be able to perform foreign exchange gain / loss per transaction and post in the designated account.		
11.4	The application MUST support Conversion : Convert foreign currency amounts in journal entries to functional currency at the time of entry. Converted values are factored into the computation of average balances functional currency.		

11.5	The application MUST support Revaluation : Revalue of accounts at the end of each year which are recorded on books in a foreign currency. Revalued balances, as well as the unrealized exchange gain or loss, are factored into the computation of average balances.		
11.6	i. AR Aging Report ii. Using specific criteria - Department, Date Range, specific vendor or all vendors and suppliers. The report MUST have details in terms of payment terms, customer profile class, customer category, the amount overdue and the payment mode. iii. Aging report categorizes receivables to clients based on time buckets : • 0 to 30 days old • 31 to 60 days old • 61 to 90 days old iv. Older than 90 days v. AR due date forecast vi. Down payments / payment advances listing vii. Client Payment history report viii. AR posting status reports per period ix. Cash Receipts Report x. Client Statement		
11.7	Ability to support the following Bank Master details : a) Bank Country Code b) Bank Code and Name c) Branch Code and Name		
11.8	Ability to specify which bank accounts the money goes to		
11.9	Deposit payments to bank accounts		
11.10	Ability to print deposit summary of deposits records		
11.11	Ability to define petty cash limits in the system. The system should not allow petty cash accounts to exceed defined petty cash limits		
11.12	Import Bank statements into the system		
11.13	Create and manage multiple cashbooks		
11.14	Manage cash and banking activities		
11.15	Handling receipts and payments transactions through cash books		
11.16	Perform bank reconciliation (Auto and Manual)		
11.17	Cash flow management		
11.18	allow the recording of cash charges / payments and deposits / receipts		
11.19	provide cash position projections (reporting) based on sales		
11.20	calculate expected cash uses by sources including administration and business units		

11.21	Ability to hold and display current cash positions		
11.22	provide alerts when cash positions reach configured pre-selected levels		
11.23	post cash transactions to the General Ledger and update Accounts Receivable		
12	**Petty Cash**		
12.0	The system must be able to address petty cash disbursement through IOU or refund		
12.1	The system must be able to address petty cash replenishment.		
12.2	Staff must be able to apply for petty cash online (IOU or through a refund).		
12.3	System must have a workflow for processing petty cash disbursements.		
12.4	Automatic tracking of petty cash balance for purposes of replenishment.		
12.5	Raise alerts and notifications for petty cash replenishment.		
12.6	The system should enable posting of petty cash entries to the GL.		
12.7	Reminders or notifications on overdue petty cash both to the applicant and the issuer.		
12.8	The system should have an employee self-service functionality that allows the staff to clear all outstanding balances before they apply for new per diem / imprest.		
12.9	The system should have an employee self-service functionality that allows the staff to account for per diem/imprest that had been advanced to the employee.		
13	**Cash book Processing/Receipting**		
13.0	Ability to process receipts		
13.1	Ability to process cash book journals		
13.2	Ability to setup payment tolerance levels and reason codes for writing off payment differences		
13.3	Ability to process and record manual payments		
13.4	Define payment methods (e.g. Cash, cheque, EFT,)		
13.5	Create payment categories for all payment classes		
13.6	Support inter-bank transfers		
13.7	Track bank deposits/ remittances		
13.8	The system must be able to capture payment terms such as payment discount conditions and penalty conditions to all business to be able to make payment decisions that will maximize discounts while minimizing penalties		
13.9	The payment application MUST stop payment clearance for all the vendors whose payments are on hold due to business specific reasons		

13.10	Store historical data for all payments		
14	**Reconciliation Processing**		
14.0	Ability to carry out/run cashbook/bank reconciliation procedures		
14.1	The system MUST facilitate auto reconciliations based on customer ID, invoice number and site details, etc. For matching. The bank balance MUST be automatically updated online based on clearances.		
14.2	Ability to support EFT payments to vendors by providing an automated interface to the EFT system		
14.3	The system SHOULD populate value dates for all records. Apart from this, the system SHOULD generate a report on the transaction not cleared and the reason for that (like funds getting rejected, invoice -payment mismatch etc.).		
14.4	The system SHOULD enable auto reconciliation between the receipts /payments within the other sub ledgers with the bank statement data in terms of cheque clearances, EFT, etc.		
14.5	The cash management application MUST be well integrated with payable and receivable system and MUST be having access to verify payable invoices as well as revenue receipts.		
14.6	The application MUST automatically record foreign currency gains and losses		
14.7	**Reports**		
14.8	**Ability to provide detailed reports on :** a) Statement of income and expenditure b) Statement of Financial Position c) Statement of change of financial assets d) Statement of change in net assets e) Cash flow statements f) Statement of Comparison of Budget and Actual Amount g) Trial balance		
14.9	Ability to generate cash book detailed report - receipts, payments and adjustments		
14.10	**Ability to generate reconciliation reports :** a) Reconciliation differences b) Reconciled items and un-reconciled items c) Monthly reconciled cashbook position		
14.11	Ability to import bank statements		
15	**Payments**		
15.0	Payment handling with approval workflow		
15.1	Invoice Aging Report (using specific criteria - department, date range, specific vendor or all vendors and suppliers		
15.2	Print payment vouchers fully capturing details of payment		
15.3	Allow reimbursement/refund of expenditure incurred		

15.4	Generate payment list for bank funds transfer		
15.5	Auto posting of transactions to relevant expenditure accounts and GL account		
15.6	Check for duplicate payment numbers and duplicate payments		
15.7	Create payment structure for accommodation and subsistence allowance Link to HR remuneration management module for allowances		
16	**Project Cost Management**		
16.0	Ability to monitor project costing		
16.1	Ability to monitor project progress		
16.2	Ability to perform cost accounting function		

PROCUREMENT AND INVENTORY MANAGEMENT MODULE

	GENERAL REQUIREMENTS	**(FS,PS,CR,NS)**	**REMARKS**
1	**PROCUREMENT PLAN**		
1.1	Ability for creating annual / ad hoc procurement plans.		
1.2	The system to allow for procurement plan approval based on the set thresholds for the different approvers in the work flow process.		
1.3	The system must enable various departments to develop and submit their procurement plans for the entire year		
1.4	Automatic confirmation of procurement plans against departmental budget		
1.5	The system must have the ability of updating the procurement plan on a periodic basis by having an inbuilt workflow for updating the procurement plan		
1.6	Ability to set alerts with respect to initiation of procurement plans preparation and submissions.		
1.7	Provide at least two levels of approval for the procurement plan		
1.8	Ability to integrate with GOK e-procurement and National Treasury Suppliers System		
Procurement Plan – Reporting			
1.9	Ability to print both a summarized and a detailed view of the procurement plan		
1.10	Enable the attachment of documentation to procurement plans submitted by departments and avail the same during consolidated		
1.11	The system should enable generation of reports of consolidated procurement plans for the different departments		

1.12	Ability to track and report on purchasing trends against the procurement plan		
1.13	Ability to implement procurement plan report based on a defined criterion e.g. per period, department etc.		
2	**REQUISITIONS**		
2.1	Once the purchase requisition is submitted to procurement, the procurement departments should be able to initiate the method of procurement depending on the nature of requisition.		
2.2	The system should have the ability to merge each requisition to its budget line.		
2.3	The system should have provision for raising purchase requisition in foreign currency where applicable		
2.4	Ability to Enable verification of the requisition against departmental budget so as to confirm the availability of funds		
2.5	Ability to Capture approval / rejection of the requisition by the user manager and departments / divisional head. If you reject kindly add comments		
3	**REQUESTS FOR QUOTATIONS**		
3.1	Ability to support the RFQ process by providing a workflow that allows procurement division to: i. Receive purchase requisitions from the user department ii. Convert the purchase requisition into an RFQ if it is less than a certain amount iii. Allow prequalified suppliers to be selected. iv. Automatically send the RFQ to the selected suppliers via email or allow for printing v. Convert an RFQ to the procurement department's purchase requisition vi. Convert the procurement department's purchase requisition to an LPO upon approval vii. Email the approved LPO to a supplier. The workflow must be able to clearly capture all approvals that have taken place.		
3.2	Ability to track requisitions against the procurement plan at departmental level and company-wide level		
3.3	Provide functionality for evaluating and ranking supplier responses to an RFQ so as to determine the lowest quoting vendor.		
3.4	For each RFQ sent, the system should be able to capture the following details: i. RFQ Reference Number ii. Description of service iii. Names of suppliers to whom the RFQ was sent iv. Name of respondents		

	v. Prices quoted vi. Results of evaluation vii. User defined comments		
3.5	The system should have the functionality to manage procurements through Request for Quotations process		
3.6	Ability to track timelines for each stage of the procurement process		
3.7	Ability to create a "single" contract number per physical contract that can be utilized across all operations of the ERP, and other Fund systems		
3.8	Ability to offer Support for document management to maintain a tender library of templates and sample documents for the various elements of a tender including tender terms and conditions, draft contract terms and conditions, specifications and related documents		
4	**TENDERING**		
4.1	The system must be able to capture the following tender details. At a minimum, these details are: i. Method of procurement as per the Procurement Act 2015 (direct procurement, open tender, restricted, etc.) ii. Reasons for using the method of procurement iii. Deadline for tender submission and opening date iv. Tender submission location v. Tender number and name vi. Location of the bid document e.g. on website or obtained from procurement office vii. Tender document (specifications, terms & conditions, e.t.c) viii. Bid bond ix. Tender Validity period x. Tender evaluation results (both technical and financial results) xi. Number of tenders received xii. Status (Evaluation, under negotiation, awarded, advertised, e.t.c) xiii. Value of tender/quotation xiv. Name of bidder xv. Respondent details: Name of respondents, value, technical and financial scores, etc. xvi. Performance bond value xvii. Expected date of start and completion xviii. Source of funds/ budget availability for the tender xix. Date of tender award xx. Date of contract signing xxi. Name of persons signing the contract/signatories		

4.2	Ability to generate tender number for the different types of tenders		
4.3	Ability to print out the tender details above for purposes of advertisement and reporting		
4.4	Ability to manage procurements through Low value procurement , Open, Direct, framework agreements and Restricted Tendering process		
4.5	Ability to provide reminders (to user departments and procurement department) within a pre-defined advance period to initiate tender requests.		
4.6	Ability to track status of bid bonds. Bid bonds for unsuccessful bidders should be returned when sending regret letters.		
4.7	Ability to generate a list of tenders that have been terminated.		
4.8	Ability to create contracts using standard terms and clauses.		
4.9	Ability to Allow special item products to be defined as needed		
4.10	Ability for contract specialists to document the products covered by the contract. This should include general and specific product information.		
4.11	Ability to Build mechanisms for pricing and service-level agreement flexibility into the contract		
4.12	Ability to track timelines associated with each stage in the contract process and flag where these are exceeded		
Reporting			
4.13	Ability to generate reports on tenders in progress and their status		
4.14	Ability to generate reports on status of the tendering process e.g. contract being drawn, awarded, evaluating, advertised, etc.		
4.15	Ability to generate reports on a list of tenders whose submission dates were extended.		
4.16	Ability to generate reports on a price comparison list for RFQs		
4.17	Ability to generate reports on a summary of tender awards by procurement method, value, reserved tenders etc.		
4.18	Ability to generate reports on the responsiveness in a particular period e.g. How many responsive/unresponsive tenders in a particular tender.		
5	**PURCHASE ORDER**		
5.1	The system MUST capture the following details for Purchase order header i. PO Number and date ii. PO Description iii. Quantity iv. Total Value of the order v. Supplier & Site location vi. Ship to address And any other necessary details for a PO		

5.2	The system SHOULD be able to print the PO information with company logo only once as an original copy. The re-print option SHOULD indicate duplicate copy.		
5.3	The system must have a workflow for generation / raising of local purchase orders following approval of purchase requisition		
5.4	Ability to notify purchase order acknowledgement from vendor		
5.5	System should automatically generate an alert if acknowledgement is not received within a specified time from PO issue date		
5.6	All LPOs and LSOs generated should include terms and conditions; the system should allow for the definition and maintenance of the terms and conditions.		
5.7	The system shall allow an authorized user to change shipping, payment method for a purchase order		
5.8	Ability to merge several requisitions into a single purchase order		
5.9	The system shall notify the user about any changes made to the order		
5.10	The system should be able to provide for supplementary LPOs and Purchase Requisitions		
5.11	The system not allow for duplicate Purchase order numbers		
5.12	System should be able to support procurement of different services i.e. fixed rate contract service/fixed rate temporary labour / rate based temporary labour		
5.13	The system should be able to process POs with multiple ship-to locations type Pos		
5.14	Ability to allow authorized users to track status of approval of their purchase requisitions and related purchase orders		
Purchase order reporting			
5.15	The system MUST provide a report of all purchase and service orders for a specific Period		
5.16	The system MUST provide a report of all pending purchase and service order as at a certain date showing how long they have been pending		
5.17	The system MUST generate reports on Frequency and volumes purchased and seasonal trending of items		
5.18	The system MUST generate reports on a list of open purchase orders		
5.19	The system MUST generate reports on overdue supplies, which can be used to follow-up with suppliers for the material to be supplied.		
5.20	The system MUST generate reports on Purchase order commitment, which is used to show the monetary value of the purchased commitments for the specified period.		

5.21	The system MUST generate reports on Purchase order detail showing the details of all type of purchase orders specified by the user.		
5.22	The system MUST display the quantity received against the purchase order so that one can monitor the status of the purchase order		
5.23	The system MUST maintain a list that shows the items supplied by different suppliers		
5.24	Ability to allow an on-line supplier portal support system that shall allow interaction between suppliers and the Fund		
5.25	Ability to track the online status of procurement documents such as LPO and LSO		
5.26	Ability to track annual review of suppliers with contracts		
5.27	Ability to maintain detailed audit trails on changes to the supplier master data		
5.28	Provide system generated supplier numbers		
5.29	Ability to support quick supplier review with : a) Outstanding balance b) Last payment date c) Last payment amount d) Invoices paid e) Last purchase date f) Last purchased amount g) Previous years purchases h) Year to-date purchases		
5.30	Ability to support vendor specific payment terms		
6	**GOODS RECEIPT**		
6.1	Ability to match goods received note to Purchase Order		
6.2	Support for multiple and partial receipts against the same purchase service order		
6.3	Ability to process goods returned e.g. if rejected by Inspection Committee		
6.4	Ability to update all the registers		
7	**INVOICE VERIFICATION**		
7.1	Ability to match quantity on an invoice to a Goods receipt and Purchase Orders		
7.2	Ability to match value on an Invoice to Purchase Order		
7.3	Report on Stock issuance per department or User		
8	**STORES ITEM MAINTENANCE**		
8.1	Ability to setup and maintain item codes with different segments		
8.2	Ability to maintain the following information for items BUT not restricted to : a) Item Code with Alphanumeric support b) Item Description c) Purchase lead time d) Supplier/Vendor code e) Default purchase unit of measure f) Minimum, Maximum, Order Stock levels		

	g) Items Status (Active, Obsolete etc.) h) Expiry Date i) Serial Number j) Price		
8.3	Ability to group items into categories and sub-categories		
8.4	System to be capable of linking supplier item code with the item code in the item register		
8.5	Ability to maintain conversions between units of measure		
8.6	System should have provision for Serial number control of items		
8.7	Ability to set up multiple units of measure for each item and automatically convert from one to another		
8.8	Ability to view quantity balances per item to view information relating to enquiries, quotations, purchase orders and delivery progress with easy access.		
8.9	Ability to maintain audit trail of changes to inventory data		
8.10	Ability to maintain price details per item		
9	**STOCK TAKING**		
9.1	Ability to generate stock taking sheets from the system		
9.2	Ability to generate stock adjustments based on results of the stock take		
9.3	Ability to report adjustments made as a result of stock takes		
9.4	Ability to carry stock taken by category of items in-order to provide flexibility to carry stock takes for different items different times		
9.5	Ability to perform a re-count if the stock difference is beyond pre-defined limits		
9.6	Ability to identify type of physical count adjustments as : a) Shortage/Excess b) Damaged (with %age damage) Non usable items(scrap) etc.		
9.7	Ability to define the cycle count frequency per item, e.g. Quarterly, Bi-annual, Annually		
9.8	Ability to freeze normal inventory transaction during physical stock take		
9.9	The system should post the stock adjustment only after approval in system		
9.10	Ability to link items to their user department in the system		
9.11	Ability to capture documents with technical specification of items in the system and link them to the register		
Storage Location			
9.12	Ability to support creation of multiple warehouse/storage locations and attach		

	type/categories of transactions which location can support		
9.13	Ability to define bin locations and assign items to bins		
10	**STORES ISSUANCE**		
10.1	Allow for the storekeeper to issues items on the system based on approved stock requisition		
10.2	Ability to generate system stock issue voucher		
10.3	Ability to update stock balances based on stock issues		
10.4	Ability to retain history of approved and issued stock requisitions		
10.5	Report on approved stock requisition yet to be issued		
10.6	Report on stock issues per department or User		
General Stores Reporting			
10.7	Ability to generate Stock Ledger report		
10.8	Ability to generate item movement report to track all transactions based on following criteria : a) Damaged stock report b) Slow moving items		
10.9	Ability to generate lead-time report		
10.10	List of store items showing details including quantities in hand		
11	**ASSETS & INVENTORY MANAGEMENT MODULE**		
11.1	Ability to define of new Items without affecting the ongoing processes		
11.2	Ability to define and maintain alpha numeric character codes for items		
11.3	Ability to define all the inventory items at one master location.		
11.4	Ability to define item templates with predefined set of item attributes		
11.5	The system MUST capture following important information for each Item: i. Item Number / Code (alphanumeric) ii. Item Description (brief information) iii. Unit Price iv. Minimum stock quantity, maximum stock quantity v. Safety stock level, re-order stock quantity vi. Physical attributes such as weight, volume, length etc. vii. Lot number, serial number, bar code number viii. Supplier information, country of origin ix. Expiry date		
11.6	Ability to define the following inventory types inside the application e.g. Discrete Items and fluids, growing crops, live animals etc.		

11.7	Ability to define new Item categories based on their characteristics		
11.8	Ability to assign Inventory items to one of these categories defined		
11.9	The system allows for the issuance of goods, inter stores transfers, etc		
11.10	Ability to autogenerate Goods Issue Note that must be associated / matched with a stores requisition note.		
11.11	Ability to allow full or partial issues/receipts against a stores requisition note or contract		
11.12	Ability of the system to enable creation and maintenance of approved items price lists		
11.13	Ability of the system to enable creation and maintenance of supplier items catalogues		
11.14	Ability of the system to create Electronic Catalogue for all items / Services		
Inventory Item Reporting			
11.15	Ability to generate, per storage location, the store movement reports including: i. Current stocks (Value and Quantity reports, reorder level, balance to reorder level, etc.) ii. Receipts per a selected period (Value and Quantity reports) iii. Issues per a selected period (Value and Quantity reports) iv. Transfers (Value and Quantity reports) v. Damaged stocks (Value and Quantity reports) vi. Expired stocks (Value and Quantity reports) vii. ABC Analysis Report: This report gives information classifying all the items available based on their importance and value. viii. Item Overhead Report: Each item is associated with some overheads before it is actually consumed. It can be storage, processing, transportation and packaging. This report will give overhead details for given set of items including cost associated with the same. ix. Item categories Report x. Stock issuances ▪ Per User Per Department / Division		
Inventory Maintenance			
11.16	Ability to Embed a workflow for the receipt/rejection of inventory (including related procurement and stores movements) and capture approvals, comments and documentation associated with this process/task and updating of the inventory data.		

11.17	Ability to Automatically update the inventory levels and balances after issuance/reception of inventory (stocked items and services)		
11.18	Ability to do stock valuation: The following options must be available for calculating the unit cost of a good in the store: i. Last In First Out (LIFO) ii. First in First Out (FIFO) iii. Simple Average iv. Weighted Average		
11.19	Ability to capture the following details updating the stock levels: i. Item Name / Part Number ii. Inventory Type / Category iii. Item Description iv. Stock Date v. Goods Receipt Note (GRN) Number vi. Delivery Note Number vii. Quantity viii. Cost of items ix. Quantity out x. Expiry Date xi. Supplier Number and Name (referenced to the supplier master data in the procurement module)		
11.20	Ability to Allow the receipt of inventory both at once and partially		
11.21	Ability to maintain a central access-controlled items master database		
11.22	Ability to give alerts and notifications when stocks are at the re-order level and on expiry dates		
12	**DISPOSAL**		
12.1	Ability to allow for approval of disposal plan by the Accounting Officer		
12.2	Ability to allow for appointment of disposal committee by the Accounting Officer		
12.3	Ability to allow for the attachment of disposal committee meeting minutes		
12.4	The system should allow for inputting of actual disposal method and ensure all records are archived and can be retrieved as and when required		
12.5	Ability to Embed a workflow for the disposal of items (fixed assets and store items) and capture approvals, comments and documentation associated with this process / task and updating of the information in the fixed asset register or inventory.		
12.6	Ability to Support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.		

12.7	Ability to allow for consolidation of all idle assets, surplus to requirements and obsolete items from user Departments and sections		
12.8	Ability to Automatically generate disposal codes		
Inventory Maintenance Reporting			
12.9	Ability to extract the full list of inventory within the organization.		
Reporting Requirements			
12.10	Ability to generate all standard reports with respect to stock takes		
12.11	The Head of Procurement should have access to a screen that provides him / her with an update on the status of all workflows in his/her department. The objective of this is to allow the procurement manager to have an overview of the status of all requests and activities of his department.		

HUMAN RESOURCE AND PAYROLL MANAGEMENT MODULE

No	Requirements	(FS, PS, CR, NS)	Remarks
1.0	**Human Resource Management**		
1.1	Personnel Administration		
	Ability to capture fields such as and not limited to;		
1.2	Full Names, Date of Birth, Nationality, (If Kenyan: County of Birth, Sub County, Ward, Location, Sub Location.		
1.3	National ID / Passport Number, Mobile / Tel. Number, KRA Pin, Personal Number.		
1.4	Dependants information (spouse, next of kin, children and beneficiaries)		
1.5	Academic qualifications, professional and organization sponsored qualifications, Membership to Professional bodies and Employee Skills		
1.6	Job title, job group / scale, Directorate, Station, Department, Section, appointment type (Temporary, Permanent and pensionable, contract, intern), Probation Period / Appointment Period Important Dates (Date of Appointment, Reporting Date, Confirmation Date, Retirement Age / Date, Pension, Medical, Termination, Date of Salary Stoppage etc		
1.7	Ability to issue alerts for confirmation, promotion, retirement, leave etc		

1.8	Staff Retirement and Exit (Mandatory Retirement age (60-65 years), early retirement (50 years), dismissal, resignation, medical grounds, death, re-organization and abolition of office) Notification of retirement (12 months before retirement), Notification for leave Generate Retiree Clearance Certificate Flag off retiree account as inactive after retirement		
1.9	Ability to create employee status (active employment, resigned, suspended, study leave and unpaid leave) and integrate it with affected areas in leave management and payroll		
1.10	Link to the Payroll Management for Salary Administration		
1.11	Ability to customize any other required details		
2.0	**Organization Management**		
2.1	Directorates, Sections, Sub Sections and Stations		
2.2	Organization Information and Policies		
2.3	Organization Manuals (HR, PSC Regulations, Career Guidelines, Discipline, Training)		
2.4	Organization Calendar		
2.5	Positions and Job Descriptions		
2.6	Committees		
3.0	**Performance Management**		
3.1	Define Appraisal Types as per Public Service Commission Regulations and KPS Enterprise		
3.2	Define Appraisal periods as per the Public Service Commission Regulations and KPS Enterprise		
3.3	Define skills & initiate review and rating by an employee and manager to evaluate		
3.4	Generate individual self-appraisal form		
3.5	Capture Performance Management the PSC PAS template (ability to define position objectives, KPIs, weighing performance categorization, performance targets, ratings and calculating salary increments as per different criteria set		
3.6	Link to Personnel Management		
3.7	Link to Promotion and Rewards Policy		
3.8	Link to Training and Development		

4.0	**Training and Development Management**		
4.1	Training needs analysis linked to performance management / competency assessment		
4.2	Types of training (local or overseas)		
4.3	Establish Training Costs		
4.4	Ability to create and populate records of accredited Training Institutions		
4.5	Different types of courses-Internal or External that are required or offered		
4.6	Skills Inventory		
4.7	Ability to issue alerts on scheduled trainings		
4.8	Staff trained with the course and cost		
4.9	Actual individual costs on training		
5.0	**Discipline Management**		
5.1	Detailed HR policies, standards and disciplinary actions as per HR Policy and Standing Orders		
5.2	Verdict of disciplinary case (dismissal, suspension, interdiction, surcharge, warning letter, show cause letter), salary stoppage, reinstatement, appeals and staff lodging grievances)		
6.0	**Employee Self Service Management**		
6.1	Display personal information (Personal / Payroll / Force Number, name, address, beneficiaries, etc)		
6.2	Generate request forms (forms for leave i.e. Annual, Paternal, Study, Sick leave, updating of personal information, etc)		
6.3	Make leave enquiries and submit leave applications		
6.4	Enroll for training and check training schedules		
7.0	**Reporting**		
7.1	A flexible-user definable reporting facility - for statutory reporting		
7.2	Ability to export reports into formats such as Excel, Word, PDF and any other relevant format		
7.3	Ability to generate multiple statistical reports for all positions & jobs within the organization		
7.4	The system MUST produce the following reports: Organizational structure reporting by Directorate, the Fund e.g. Industries or Farms, Section, Station, Budget & Actual Head Count Comparison		

EDRMS MODULE

No	EDRMS Requirements	(FS,PS,CR,NS)	Remarks
	Document Management System		
1.	The System shall support content repository that manages electronic content, including images, PDF files, application documents, e-mail, audio, video, rich media and links to web content, offering a full life cycle management that begins with process driven access and follows through to document migration and rule-based document purging.		
	Document Scanning solution Features		
2.	Should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management solution should be from same OEM so as to provide an integrated solution right from capture to archival of documents		
2.0	The scanning solution should have the capability to capture the document through mobile devices.		
2.1	The mobile based document capture application and scanning solution should be from the same OEM.		
2.2	The mobile capture should support image compression, B/w conversion from color images, G4 compression for B&W, JPEG for color and gray scale, multiple page document capture, auto cropping, auto orientation, perspective correction, noise removal and geo capture		
2.3	The solution must support the scanner attached to give output in multiple formats including but not limited to following formats: • OCR (optical character reader) documents Images - .tiff, jpeg, gif, PDF etc.		
2.4	Should have a well-defined capture module for support of document processing, validation, index building, and image enhancements.		
2.5	Should be able to support the capture of digital records of at least the following formats: • Windows office documents (Word, excel, powerpoint etc) • Emails and attachments • OCR documents • Images - .tiff, jpeg, gif, PDF etc		

2.6	The proposed solution should provide for automatic correction of parameters like format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning. The scanning solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of overall scanning solution which can be used to audit scanned documents for resolution, format/ compression, orientation etc.		
2.7	Support all the special image enhancement functionality offered by any scanner through the driver interface.		
2.8	Solution shall support Bulk Import of image and electronic documents		
2.9	Should have capability of automatic segregation of documents/records based on Barcode, Blank page, Fixed page and auto Form recognition		
2.10	Provide Image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning etc and other imaging features like compression and extraction etc.		
2.11	The software solution should include the Rubber band feature for the extraction of the data using OCR technology so that user can mark a zone on image at runtime during scanning stage & map the extracted data with the indexing field.		
2.12	The proposed scanning system must have the following standard imaging features? • Auto crop • Image rotation • Colour dropout • Speckle removal • Blank page deletion • Duplex camera imaging • Page insertion / replacement • Optical resolution of 200 – 300 DPI Mechanical document detection & de- skew		
3	**Architecture & Scalability**		
3.0	Solution should have been built using server side current technologies.		
3.1	Solution should be multi-tier, web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server with support for clustering (3-Tier Application (Web – Client, Application Server, Database		

	Server)		
3.2	The system should store only index information in database while images should be stored in separate file server.		
3.3	Solution should be compliant to ODMA, WebDav open source standards.		
3.4	Solution should have been built using server side java and J2EE technologies.		
3.5	Solution should be compliant to CMIS, ODMA, WebDav open standards		
3.6	The system should support multi-tenant architecture. ICTA should be able to on-board unlimited number of agencies into the EDMS shared service while defining services for each agency.		
4	**Archival of Electronic documents**		
4.0	The System shall support categorization of documents in folders-subfolders. There should not be any limit on the number of folder and levels of sub folder. The system shall support multiple databases i.e. MS SQL, Oracle and PostgreSQL.It should be based on an Enterprise DBMS		
4.1	The System shall provide facility to link cross-related documents like Application form and Field report, Grievance and reply sent etc.		
4.2	The system shall provide search facility to in the same interface, so that users are able to search the documents to be linked		
4.3	The system shall support versioning of documents with facility to write version comments		
4.4	The system shall allow Locking of documents for editing and importing it back into the system through check- in/Check-out features		
4.5	Repository should be format agnostic.		
4.6	System should support configuration of verification processes for different business types. It should be able to handle multi-user environment for processing files related to different business types. While processing a file, all the data and images for each transaction should be displayed to processing users and processing users should be allowed to accept, reject or send the files for review		
4.7	The system should provide for definition of custom file plan in relation to content archiving and custom definition of retention and disposition rules post-archiving		
4.8	Archival Repository should be format agnostic.		

4.9	System should be able to retrieve archived documents on need-by-need basis		
4.10	The system should define document / Record retrieval business process / rules for post archiving		
4.11	Document View		
4.12	The System shall support in-built Applet for viewing Image documents- No third party viewers should be there for viewing of scanned images.		
4.13	Even for multi page document. The download and view should be page by page. System should include mobile app for accessing documents.		
4.14	The system shall facilitate zoom-in/zoom-out, zoom percentage and Zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc.		
4.15	Support archival & view of PDF/A format documents (open ISO standard for long term archival of documents)		
4.16	Document view shall have the provision to draw a line, insert arrows etc over image document.		
4.17	The system should support viewing, annotation and rendering of PDF/A documents in inbuilt viewer.		
4.18	Document view shall have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.		
4.19	The system shall provide facility of putting text, graphic and image annotations on scanned document pages.		
4.20	The system should have mobile application for retrieval and archiving of documents		
4.21	The System shall support for viewing documents in native application the user is logged in to (Web interface, Desktop Application, mobile application)		
4.22	The System should ship with in-built feature for viewing Image documents - No third-party viewers should be imposed on ICTA		
4.23	The system should enable page by page view for downloaded multi-page documents.		
5	**Annotations**		
5.0	The Image applet shall support Comprehensive annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.		
5.1	The system shall support automatic stamping of annotations with user name, date and time of putting annotations.		

5.2	The system shall provide facility for securing annotations for selective users.		
5.3	**The system shall store annotations as separate file and at no time, the original image shall be changed. The system shall provide facility of taking print outs with or without annotations Indexing**		
5.4	The System shall provide facility to index folders, files and documents on user-defined indexes like department, ministry, file number, year etc.		
5.5	The system shall facilitate manual and automatic indexing using OCR functionality or from other applications		
5.6	The System shall support Automatic full text indexing for Text search.		
5.7	The system should support "Post-it" notes, Stamps, Highlights, Sketching, Block Creation, Circle, Pictures, Line Drawing, Arrows, Text Boxes, Redaction to block the viewing of certain information on the document to certain users, Independently securable		
6	**Search and Retrieval**		
6.0	The system shall provide extensive search facility to retrieve documents or Folders/Files		
6.1	The system shall support saving of search queries and search results		
6.2	The system shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.		
7	**Records management system**		
7.0	The system should be certified to Record Management standard like DoD 5015.02 or equivalent standard.		
7.1	Solution should include Records Management component to comply with regulatory and legal policies for long-term archival of content.		
7.2	Solution should manage lifecycle of documents through record retention, storage, retrieval and destruction policies.		
7.3	Solution should support managing and tracking of physical location of documents		
7.4	Solution should have facility to export / import electronic record with metadata in XML format		
7.5	Solution should provide the configurable capability of record classification as per the record keeping structure (File Plan) of department.		

7.6	Solution should have a provision to define physical location of record management facility		
7.7	Solution should have a facility to define disposition schedule / policies for record		
7.8	Solution should provide the capability for only authorized individuals to view, create, edit, and delete disposition schedule components of record categories. The complete schedules would be as per the organizational policies.		
7.9	Solution should have a provision to move & track a record among users within office/across locations		
7.10	When record is moved out of the facility, system should have a capability to capture the transport / courier detail		
8	**Report generating engine/tool**		
8.0	The system should have a report generating engine/tool to be used to produce adhoc reports as and when required. Solution should provide report on the Records in the selected file plan component such as • number of records present, number of record folder, Record creation date, etc • Report on activities of the selected user • Report on the Request/Return activities • Report on overdue items • Report on items borrowed Reports on records, whose retention period are getting over in specified time Reports on disposition schedule		
8.1	The system shall support extensive reporting facility at document, folder and user level. Please specify all inbuilt reports available in the system and also provide effort estimates for new Custom reports to be designed		
9	**Document Sizes/Thickness and Weight**		
9.0	scanning system must be able to handle different document sizes Minimum: 64mm X 89mm (2.5in X 3.5in) Maximum: 297mm X 432mm (11.7in X 17in)		
9.1	The scanning system must handle different paper thickness & weight • Standard feeder 45 g/m2 to 200 g/m2; • Asian paper (rice paper) to card stock		
10	**File Format Outputs**		
10.0	The proposed scanning system should support the following • JPEG (color/gray scale images); TIFF (black and white images); JPEG 2000		

	• single and multi-page TIFF, JPEG & PDF		
11	**Resolution**		
11.0	The proposed scanning system should support the following • Optical: 300 DPI Output: Black and White/Color/Gray scale:100 to 600 dpi; Scaling range of 1/2x to 2x from optical camera dpi.		
12	**Indexing**		
12.0	scanning system must have capability of reading barcodes from raw documents (hardware barcode reader) for higher recognition ratios?		
12.1	scanning system must have the ability to auto index at both folder, subfolder and document levels		
13	**Data capture**		
13.0	Shall capture all the fields on any of the document		
13.1	The captured data must be linked to scanned images/cards and uploaded onto the electronic document management system		
14	**Records and Retention Management System (RMS)**		
14.1	The System shall support Records management		
14.2	functionalities that will be used to help MDAs meet regulatory and legal obligations associated with records and establish retention periods for all information, to reduce risk and cost. The RMS is defined as an automated system whose primary purpose is to manage all the electronic documents and records of any organization throughout their entire lifecycle. The system must be a hybrid system - capable of managing both electronic records as well as physical records (according to the national guidelines for the management of electronic and physical records).		
15	**Document Record Filing module:**		
15.0	• The Document record filling module enable the general users of the system to file the selective documents into the record management system. • The user can decide at the run time which documents are critical and must be send to the Record Management System. It also enables administrator to maintain the security and confidentiality of the critical		

	record stored in the Record Management system and provide a seamless experience to the end user to access the records from the repository.		
16	**Space Management:**		
16.0	• The Solution should have the capabilities to enable warehouse manager to see the status of the warehouse. The Warehouse manager can see the capacity and available space in the warehouse and also assign the incoming files to their respective boxes. This module also enable user to generate barcode based on file, box and rack, using which the user can print the barcode. • Once the file/box reach the appropriate physical location the warehouse worker can scan the barcode and place the file/box in the appropriate location.		
16.1	• The Record Management system will have both physical and electronic records. • These physical copies of the record might be requested by users at any point of time, the system should have the capability to allow users to track the physical file movement for the record stored in the system. The system will allow user to generate unique reference number to track the internal movement of file and also allow user to input unique number for the purpose of tracking if the file is being sent by the 3rd party.		
17	**Data Migration**		
17.0	The e-archive component of the system should be able to import images from external sources in their current form and state, preserving the meta data and the various types of images.		
18	**Document Edit**		
18.0	Document view should have the provision to edit (draw a line, insert arrows) over image document.		
18.1	Document view should have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.		
18.2	The system shall provide facility of putting text, graphic and image annotations on scanned document pages.		

19	**Document Capture & Source**		
19.0	Scan directly into the system 1. Add documents from any folder from any device 2. e.g. PC, Laptop, Cell Phone, IPad, Tablet, etc. 3. Bulk scan and index documents 4. Captures records and digital objects regardless of their format or technical characteristics 5. Captures data and stores all digital objects in their native format. Captures attachments and embedded objects together with electronic messages as either linked records or a single compound record.		
19.1	Should be based on open standards and have API support for data import & export.		
19.2	The System should provide support to invocation of external programs to perform activities of a process like legacy application screen for data entry.		
19.3	The System should support integration based on standards such as XML		
19.4	The System should support message-based collaboration based on protocols such as HTTP, FTP and SMTP		
19.5	**Email:** The System should support integration with Email Servers.		
20	**Process Monitoring and Reporting**		
20.0	The workflow management system should be able to keep track of the work item status, the date/time the jobs are started and ended, the creation and archival date of the documents.		
20.1	The workflow management system should provide graphical and tabular tools to view progress of each individual process		
20.2	System should provide a facility to configure dashboard for individuals for e.g. dashboard for director, dashboard for secretary, dash board for Additional director etc.		
20.3	No code customization should be required to create dashboard, User should be able to configure dashboard without any coding.		
20.4	User should be able to drill down in a report for specific information analysis		
20.5	The workflow management system should support the generation of statistical and management reports like:		

	• Number of pending files • Time taken to complete each task • Process History Report • User Performance Report • Average Process Time Report • Participant Report • Participant Processing Time Report • Process Definition Summary Report • Exception Details Report • Expired Work Item Report • Diversion Report		
20.6	The workflow management system should support the generation of performance comparison reports.		
20.7	The workflow management system should support users drill down from a higher-level view of business processes to lower level details.		
20.8	The workflow management system should support statistical reports like total turnaround time and delay report for complete process or specific work stages		
20.9	The workflow management system should support definition of new customized reports based on exposed data points.		
20.10	The workflow management system should also provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface		
21	**License type**		
21.0	**Perpetual.** The licenses should be one off and should not limit the number of users that can be defined in the system. The other MDAs will be onboarded subsequently		
21.1	In the beginning bidder to provide licenses to run 500 users, but scalable in future, licenses must be concurrent.		
22	**HELP DESK**		
22.0	The EDRMS will have a Helpdesk module to manage client's issues and concerns while they are using the system.		
23	**Warranty and support period**		
23.0	2 years		

ICT MODULE

1	ICT Requirements	(FS,PS,CR,NS)	REMARKS
1.	The System should enable creation of tickets by staff and other users e.g.		
2.	The system should allow the administrators to create tickets on-behalf of users – For cases where they cannot open tickets for themselves e.g. no internet connectivity.Orders, Social media integration, FAQs,		
3.	The system should support prioritization of tickets as Critical, High, Medium or Low and creation and sending prompts of notifications in case of service interruption or contacting of third party service contractors in order to deal with the issue.		
4.	The system should be linked with email to enable follow up of status and to give feedback once the system sends a prompt when ticket is closed.		
5.	The system should be able to give a user(s) the history of their tickets.		
6.	The system should enable the administrators to print (export in Excel or CSV format) reports on a monthly, weekly, quarterly or annual on tickets (opened, closed, pending) and the amount of time taken to resolve or close a ticket. The system should also give a chart report of the activities within the ticketing module.		

CHANGE MANAGEMENT MODULE

1	CHANGE MANAGEMENT Requirements	(FS,PS,CR,NS)	REMARKS
1.	The system should have mechanisms for users to communicate concept and proposals		
2.	Linkage to helpdesk to respond to user requests for feedback on concept and proposals		
3.	Prompt Head of ICT and the developers when a request is received and the CEO for approvals.		
4.	Ability to formulate project teams across departments.		
5.	Provide templates – Preliminary report, TOR, Minimum requirements, user requirements/ technical specifications, workplan and budget, system testing reports, logical and physical design (can be uploaded), user manual, training report, system acceptance report, handing over report, and their approvals (that include signing by the Lead developer, Head of ICT and Head of Department/Lead user).		

TRAINING MODULE

1	TRAINING & KNOWLEDGE TRANSFER	(FS,PS,CR,NS)	REMARKS
1.0	The bidder is expected to explicitly state the technical skills of its staff required to successfully implement and sustain the System. Attach CVs and certificate copies		
2	**Methods of Training and Skill Transfer**		
2.0	The bidder is expected to elaborate on their proposed training methods to be used for skills transfer which will ensure that SDCS has enough internal capacity to maintain and use the System.		
3	**Training Curriculum**		
3.0	The bidder is expected to provide the training curriculum to be used to train at least thirty (30) business users on use of the system. These users will then train other end users (Training of Trainers concept) The training curriculum shall adhere to the functional requirements.		
4	**Admin/Technical Training**		
4.0	The bidder is expected to provide the training curriculum to be used to train at least fifteen (15) IT technical users (administrators and support staff)		
5	**Training Evaluation**		
5.0	The bidder is expected to provide a methodology of evaluation of the training, learning and skills transfer.		
6	**Training facility**		
6.0	All trainings must be provided at an accredited center. Bidders shall propose training site and location and this shall agree with the purchaser.		
7	**Training materials**		
7.0	(i) The Vendor shall develop training materials illustrated in English with screen shots of all user interfaces of the application. The training materials must be designed to also facilitate Training for Trainers approach, and must be developed with a view that they can be used by SDCS staff in conducting future training. The bidder is expected to provide all trainees with training material both soft and hard copies. (ii) The Vendor must maintain and update all documentation for any system changes performed by the Vendor during the contract period and any negotiated extensions at no cost to the client. (iii) The Vendor must agree that SDCS and shall have the right to copy all documents for internal distribution.		

	(iv) The Vendor shall propose a method of ensuring efficient document control. The Vendor shall provide the details of a Knowledge Coordination Approach which indicates the specific formats (versions) and procedures for all documentation to be disseminated amongst the client project team. (v) The Vendor must ensure that a detailed User Guide is provided with the system. Context-sensitive Help screens (help narratives) within the system are also required. (vi) In addition to the full User Guide referenced above, the Vendor will be required to provide a "Quick reference guide", preferably in the form of a small booklet. The objective is to provide a structured, user-friendly, means to help a user perform a task. It is expected that this guide will focus on providing "how-to" essentials of the key everyday functions without the user having to peruse the main document. In order to ensure sustainability, it is expected that within the proposed twelve (24) months of post-implementation, knowledge transfer will be completed and identified ICT officials of the SDCS will be fully trained so that it is able to maintain and operate the system independently without Vendor support.		
8	**Experienced trainers**		
8.0	The bidder should possess experienced trainers to be able to transfer knowledge to Ministry's staff. The successful bidder should provide a detailed Training Schedule for their solution, detailing the training approach and methods, location, and curriculum as well as indicated the cost of training in the price schedule.		

The key features, functions and reporting requirements are detailed below:

Minimum Key Features:

i. Best industry practice for modules in scope functions
ii. System Security
iii. System Administration
iv. Segregation of duties with workflow approval hierarchy
v. Audit trails with drill-down for use by internal and external auditors
vi. Designated Account (DA) Activity Statement
vii. Executive Dashboards - User Display
viii. Payment Instruction List - by various payment types (e.g., Bank Advice, CQs etc)
ix. Transactions pending approval
x. Deductions at source Report (e.g., Goods and Service Tax (GST), Withholding Tax (WHT e.t.c)
xi. Workflow Display

Tenderers SHALL meet all requirements of technical evaluation before moving to financial evaluation. Bidders who fail during technical evaluation will not be evaluated further

The Criteria, sub-criteria, and point system for the evaluation of the Tenders Proposal on meeting the

Procuring Entity's Requirements: *[Note to Procuring Entity: Allocation of points shall be within the range provided for each criteria and sub-criteria]*

Points

i) Specific experience of the Tenderer, as a firm, relevant to the provision of IT systems: *[0-5]*

ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Procuring Entity's Requirements:

a) Technical approach and methodology *[Insert points]*

b) Work plan *[Insert points]*

c) Organization and staffing *[Insert points]*

Total points for criterion (2): *[10-20]*

[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]

iii) Conformity to Technical Specifications

(Note: Sub criteria should preferably be based on the items listed under Technical Requirements of Part2– Procuring entity's requirements- Section VII- Requirements of the Information System).

a) Functional, Architectural and Performance Requirements, including suitability of the Information System offered. *[Insert points]*

b) Service Specifications – Supply & Install Items, including achievement of specified performance criteria by the Information System. [*Insert points]*

c) Technology Specifications–Supply & Install Items. *[Insert points]*

d) Testing and Quality Assurance Requirements. *[Insert points]*

e) Service Specifications– Recurrent Cost Items. *[Insert points]*

f) Implementation Schedule. *[Insert points]*

g) System Inventory. *[Insert points]*

Total points for criterion (3*[40-50]*

iv) Requirements of the Supplier's Technical Team for the IT Contract**:**

(Notes: See list in Part 2 of the Tender Document)

a) PositionK-1: [Team Leader] [Insert points]

b) PositionK-2: [Insert position title] [Insert points]

c) PositionK-3: [Insert position title] [Insert points]

d) PositionK-3: [Insert position title] [Insert points]

e) PositionK-3: [Insert position title] [Insert points]

f) ETC.

Total points for criterion (4): *[20-30]*

The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights:

a) General qualifications (general education, training, and experience): *[insert weight between 10 and 30%]*

b) Adequacy for the Contract (relevant education, training, experience in the sector or similar assignments)*: [insert weight between 60 and 70%]*

c) Relevant experience in the Kenya (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): *[insert weight between 0 and 10%]*

Total weight: 100%

v) **Transfer of knowledge and training program** (relevance of approach and methodology):

[Normally not to exceed 5 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated; the following sub-criteria may be provided]

a) *Relevance of training program [Insert points]*

b) *Training approach and methodology [Insert points]*

c) *Qualifications of experts and trainers [Insert points]*

Total points for criterion (5): *[0 – 5]*

vi) **Participation by Kenya citizens among proposed Key Experts** *[0–5]*

[not to exceed 5 points] [Sub-criteria shall not be provided. Calculated as a ratio of the Kenyan Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Tender's Technical Proposal]

Total points for the five criteria*:* 100 The minimum technical score (St)

required to pass is*: points [Insert number]*

[Notes to Procuring Entity: the indicative range for the minimum technical score required to pass is 70 to 85 on a scale of 1 to 100]

5 Tender Evaluation (ITT 35.5)

Price evaluation: in addition to the criteria listed in ITT 35.5 (a)–(e) the following criteria shall apply:

i) **Time Schedule**: time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: No credit will be given for earlier completion. Tenders offering a completion date beyond the maximum designated period shall be rejected**.**

ii) **Alternative Technical Solutions for specified parts of the Works, if permitted** under ITT 13.4, will be evaluated as follows:_____

iii) **Other specific additional criteria- i**f permitted under ITT 36.5 (f) **t**he relevant evaluation method, if any, shall be as follows:

_____

_____

iv) **Recurrent Costs -** since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given here after, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Tenderer in Price Schedule Nos. 3.3 and 3.5. The recurrent cost factors for calculation of the implementation schedule are:

i) *Number of years for implementation*

ii) *Hardware maintenance*

iii) *Software licenses and updates*

iv) *Technical services*

v) *Telecommunication services, and*

vi) *Other services (if any).*

v) Recurrent cost items for post- warranty service period if subject to evaluation shall be included in the main contractor a separate contract signed together with the main contract. Such costs shall be added to the Tender price for evaluation.

6 Alternative Tenders (ITT13.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

7 Apply Margin of Preference

7.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

7.2 Contractors for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

7.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).

ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

7.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, at tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

8 Post qualification and Contract ward (ITT 39), more specifically,

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings

ii) Minimum average annual construction turnover of Kenya Shillings_____*[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last_*[insert of year]* years.

iii) At least_____(*insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings
_____equivalent.

iv) Contractor's Representative and Key Personnel, which are specified as _____
_____

v) Contractors' key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* _____
_____
_____

iv) Other conditions depending on their seriousness.

a) **History of non-performing contracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last _____(*specify years*). The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____(*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

9 QUALIFICATION FORM

Item No.	*Qualification Subject*	*Qualification Requirement to be met*	*Document To be Completed by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
1	2.1.1 Nationality	Nationality in accordance with ITT 4.5.	Form ELI –2.1.1 and 2.1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	2.1.2 Conflict of Interest	No- conflicts of interests as described in ITT 4.3.	Form of Tender	
4	2.1.3 Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6.	Form of Tender	
5	2.1.4 State owned Entity of the Procuring Entity country	Compliance with conditions of ITT 4.7	Form ELI –2.1.1 and 2.1.2, with attachments	
6	2.1.5 United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8	Form of Tender	
7	History of non-performing contracts	Non-performance of a contract[1] did not occur as a result of Tenderer's default since 1st January *[insert year]*.	Form CON - 2	
8	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and ITT 20.10	Form of Tender	
9	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer.	Form CON – 2	
10	2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last ____ [ ] years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability.	Form FIN – 2.3.1 with attachments	

[1] Nonperformance, as decided by the Procuring Entity, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Procuring Entity decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

Item No.	*Qualification Subject*	*Qualification Requirement to be met*	*Document To be Completed by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
11	2.3.2 Average Annual Turnover	Minimum average annual turnover of _____ Kenya Shillings equivalent, calculated as total certified payments received for contracts in progress or completed, within the last_____ () years	Form FIN –2.3.2	
12	2.3.3 Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: Minimum of _____ Kenya Shillings equivalent.	Form FIN –2.3.3	
13	2.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last_____ [____] years prior to the applications submission deadline.	Form EXP-2.4.1	
	2.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV[2] member, sub-contractor, in at least _____ (___) contracts within the last _____ ( ) years, each with a value of at least _____ (___), that have been successfully and substantially completed and that are similar to the proposed Information System. *[Specify minimum key requirements in terms of physical size, complexity, methods, technology and/or other characteristics from those described in Section VII, Procuring Entity's Requirements*	Form EXP 2.4.2	

[2] For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, and role and responsibilities shall be considered to meet this requirement.

10. Personnel

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Information System Experience *[Specify specific experience requirement for the key positions]*
1		
2		
3		
…		

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

11. Subcontractors/vendors/manufacturers

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
…		

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.
In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in Kenya. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITT 4 and 5 and meets the minimum criteria listed above for that item.

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

i) All italicized text is to help the Tenderer in preparing this form.

ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.

iii)Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]* **Tender Name and Identification**:.....*[insert identification]* **Alternative No.**:.....*[insert identification No if this is a Tender for an alternative]*

To: ..... *[Insert complete name of Procuring Entity]*

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

c) **Tender-Securing Declaration:** We have not been debarred by the Authority based on execution of a Tender-Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 4.8;

d) **Conformity:** We offer to provide design, supply and installation services in conformity with the tendering document of the following: [*insert a brief description of the IS Design, Supply and Installation Services*];

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

[Option1, in case of one lot:] Total price is: [*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*];

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered.*]

ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS ITT 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Laws of Kenya or official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.7*];

l) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

m) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Tenderer: *[*insert complete name of person signing the Tender*]

p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.

q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from ***www.pppra.go.ke*** during the procurement process and the execution of any resulting contract.

r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya. Further, we confirm that we have read and understood the full content and scope of fraud and corruption as in formed in **"Appendix1-Fraud and Corruption**" attached to the Form of Tender.

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender: [*insert complete title of the person signing the Tender*] Signature **of**

the person named above: [*insert signature of person whose name and capacity are shown above*] **Date**

signed [*insert date of signing*] **day of** [*insert month*], [*insert year*].

(1) TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.* Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor,** provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

c) **Partnership,** provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company,** provide the following details.

(i) Private or public Company _____

(ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

(iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

i) are there any person/persons in…… (*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/ No……

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

_____ _____

(Signature) *(Date)*

1) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_____*[Name of Procuring Entity]* for:_____*[Name and number of tenders]* in response to the request for tenders made by: _____*[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of_____*[Name of Tenderer]* that:

i). I have read and I understand the contents of this Certificate;

ii). I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

iii). I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

iv). For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

a) Has been requested to submit a Tender in response to this request for tenders;

b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

v). The Tenderer discloses that [check one of the following, as applicable]:

a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

vi). In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) methods, factors or formulas used to calculate prices;

c) the intention or decision to submit, or not to submit, a tender; or

d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

vii). In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

viii). The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name_____

Title_____

Date_____

_____

[Name, title and signature of authorized agent of Tenderer and Date]

(3) SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ……...…….. *(insert name of the Company)* who is a Bidder in respect of **Tender No.……** for…… *(insert tender title/description)* for……. *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

……. ……. ……
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive /Managing Director/ Principal Officer/ Director of……..... .....…… *(insert name of the Company)* who is a Bidder in respect of **Tender No. ……..** for ……. *(insert tender title/description)* for …… *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of……. *(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and /or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/ or employees and/ or agents of……. *(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

……. ……. ……
(Title) (Signature) (Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of ***(Name of the Business/Company/Firm***) ……. declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal activities in Kenya and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory…..……

Sign…….....…….....

Position…….....…….....……

Office address…….....…… Telephone…….

E-mail…….....……

Name of the Firm/Company…….....….....

Date…….....…..

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....

Sign…….....

Date…….....

4) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act, 2015 (the Act) and the Public Procurement and Asset Regulations, 2020 (the Regulations) and any other relevant Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Section 66 of the Act describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:

i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

ii) Adperson referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -

a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

b) if a contract has already been entered into with the person, the contract shall be voidable;

iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
   a) Shall not take part in the procurement proceedings;
   b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

vii) If a person contravenes sub section (1) with respect to a conflict of interest described in sub section (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.2 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms:
   i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

1) Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

2) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

b) Defines more specifically, in accordance with the Act, provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processor the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers 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.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Act and the Regulations, the Procuring Entity may recommend to PPRA for sanctioning and debarment of a firm or individual, as applicable under the Act and the Regulations;

e) Requires that a clause be included in the tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2]all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/ will not engage in any corrupt or fraudulent practices.

[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies there of as relevant; accessing and examining any other documents ,data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

Notes to Tenderers on working with the Price Schedules

1.1 General

The Price Schedules are divided into separate Schedules as follows:

a Grand Summary Cost Table

b Supply and Installation Cost Summary Table

c Recurrent Cost Summary Table

d Supply and Installation Cost Sub-Table (s)

e Recurrent Cost Sub-Tables (s)

f Country of Origin Code Table

[insert:]

1.2 The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Tenderers shall have read the Technical Requirements and other sections of these tendering documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

1.3 If Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Tenderers in the tendering documents prior to submitting their tender.

2. Pricing

2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.

2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.

2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.

2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT18.2, no more than two foreign currencies may be used.

PRICE SCHEDULE FORM

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND THE PROVIDED SPECIFICATIONS BEFORE QUOTING IN THE TABLE PROVIDED BELOW.

Grand Summary Cost Table

No.	Cost Components	Total Price *(KShs)*
1.	Supply and Installation for the Financial Management System (From Supply and Installation Cost Summary Table)	
2.	Hardware costs and software costs (Database, application and EDMS)	
3.	Recurrent Costs NB: SDCS intends to procure a solution with perpetual licences only. Recurrent costs should only be on support not license renewal	
4.	Grand Totals (To Tender Submission Form)	

Name of Tenderer: _____

_____ **Date:** _____

Authorised Signature of Tenderer: _____

Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with

Line-Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Total Price *(KShs)*
1.	General System Plan	S.1	
2.	Production, Show Room and E-Commerce Module	S.2	
3.	Budget, Financial and Accounts Management Module	S.3	
4.	Procurement, Assets and Inventory Management Module	S.4	
5.	Human Resource and Payroll Management Module	S.5	
6.	EDRMS Module	S.6	
7.	ICT, Technical and Administration Module	S.7	
8.	Change Management and Training Module	S.8	
	Sub Total		
	Total (To Grand Summary Table)		

NB: BIDDERS SHALL BE REQUIRED TO TRANSFER THE GRAND SUMMARY TOTALS TO THE FORM OF TENDER

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

Country of Origin Code Table

Country of Origin	Country Code	Country of Origin	Country Code	Country of Origin	Country Code

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.11, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT			
	PERCENTAGE OF CONTRACT PRICE			

2. Form ELI-1 Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: .....*[insert date (as day, month and year) of Tender submission*]

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name [*insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. ☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity ☐ Included are the organizational chart and a list of Board of Directors.

3. Form ELI-1 Tenderer's JV Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture].

Date: .....*[insert date (as day, month and year) of Tender submission*]

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an*

alternative] Page_____of_____pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Procuring Entity in accordance with ITT 4.6. ☐ Included are the organizational chart and a list of Board of Directors

4. Form CON–1 Historical Contract Non-Performance and Pending Litigation.

In case a pre-qualification process was conducted this form should be used only if the information submitted at the time of pre-qualification requires updating

Tenderer's Legal Name:_____ Date:_____

JV member Legal Name: _____

ITT No.: _____

Age of_____pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US$ equivalent)
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____

5. Form EXP - 1 Experience – General Experience

Tenderer's Legal Name:_____ Date:_____

JV Member Legal Name:_____ ITT No.: _____

Page_____ of_____ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year.

6. Form EXP – 2 Specific Experience

Tenderer's Legal Name: _____ Date: _____
JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

Similar Contract Number: ___ of ___ required.	**Information**		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	☐ Prime Supplier	☐ Management Contractor	☐ Subcontractor
Total contract amount	_____		US$_____
If member in a JV or subcontractor, specify participation of total contract amount	_____%	_____	US$_____
Procuring Entity's Name:	_____		
Address: Telephone/fax number: E-mail:	_____ _____ _____ _____		

7. Form EXP – 2 (cont.) Specific Experience (cont.)

Tenderer's Legal Name: _____ Page _____ of _____ pages
JV Member Legal Name: _____

Similar Contract No. __ [insert specific number] of [total number of contracts] ___ required	**Information**
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Key Activities	_____

8. Form CCC-1 Summary Sheet: Current Contract Commitments/ Work in Progress

Name of Tenderer or partner of a Joint Venture.

Tenderers and each partner to a Joint Venture tender should provide information on their current commitments on all contracts that have been awarded, or for which a Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued

Name of contract	**Procuring Entity, contact address/tel./fax**	**Value of outstanding Information System (curre US$ equivalent)**	**Estimated completio date**	**Average monthly invoicin over last six months (US$/month)**
1.				
2.				
3.				
4.				
5.				
etc.				

9. Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name: _____Date: _____

JV Member Legal Name: _____ITT No._____

Page _____ of _____ pages

To be completed by the Tenderer and, if JV, by each member

Financial information in US$ equivalent	Historic information for previous _____ (__) years (US$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year …	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

a) Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.

b) Historic financial statements must be audited by a certified accountant.

c) Historic financial statements must be complete, including all notes to the financial statements.

d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

---

10. Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	US$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

11. Form F-3 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

Source of financing	**Amount (US$ equivalent)**
1.	
2.	
3.	
4.	

12. Personnel Capabilities

i) Key Personnel

Name of Tenderer or partner of a Joint Venture

Tenderers should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

1.	**Title of position:** ...	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position: …**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:** ...	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6...	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

ii) Candidate Summary

Position		**Candidate** ☐ Prime ☐ Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Email
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	**To**	**Company/Project/ Position/Relevant technical and management experien**

iii) **Technical Capabilities**

Tenderer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Tenderer should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Tenderer proposes to utilize in the execution of the Contract or Contracts.

(iv) Manufacturer's Authorization

Note: This authorization should be written on the Form head of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Tenders Title and No.:_____[*Procuring Entity insert:* ***ITT Title and Number****]*

To:_____[*Procuring Entity insert:* ***Procuring Entity's Officer to receive the Manufacture's Authorization****]*

WHEREAS *[insert:* ***Name of Manufacturer****]* who are official producers of_____*[insert:* ***items of supply by Manufacturer****]* and having production facilities at_____*[insert:* ***address of Manufacturer****]* do here by authorize_____*[insert:* ***name of Tenderer or Joint Venture****]* located at_____*[insert:* ***address of Tenderer or Joint Venture****]* (hereinafter, the "Tenderer") to submit a tender and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the tendering results in a Contract between you and the Tenderer, the above-listed products will come with our full standard warranty.

Name *[insert:* ***Name of Officer****]* in the capacity of *[insert:* ***Title of Officer]*** Signed_____

Duly authorized to sign the authorization for and on behalf of:_____*[insert:* ***Name of Manufacturer****]*

Dated this_____*[insert:* ***ordinal****]* day of _____ [*insert:* ***month****], [insert:* ***year****]. [add Corporate Seal*

(where appropriate)]

(v) Subcontractor's Agreement

Note: This agreement should be written on the Form head of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Tenders Title and No.:_____[*Procuring Entity insert: **ITT Title and Number***]

To:_____[*Procuring Entity insert: **Procuring Entity's Officer to receive the Subcontractor's Agreement***]

WHERE AS *[insert: **Name of Subcontractor**]*, having head offices at_____*[insert: **address of Subcontractor**]*, have been informed by_____*[insert: **name of Tenderer or Joint Venture**] located* at _____*[insert: **address of Tenderer or Joint Venture**]* (here in after, the "Tenderer") that it will submit a tender in which_____*[insert: **Name of Subcontractor**]* will provide_____[*insert: **items of supply or services provided by the Subcontractor***]. We hereby commit to provide the above-named items, in the instance that the Tenderer is awarded the Contract.

Name *[insert: **Name of Officer**]*in the capacity of_____*[insert: **Title of Officer***]

Signed_____ Duly authorized to sign the authorization for and on

behalf of:_____*[insert: **Name of Subcontractor***]

Dated this_____*[insert: **ordinal**]* day of_____[*insert: **month***], _____ *[insert: **year***].

[add Corporate Seal (where appropriate)]

vi) List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

13. Intellectual Property Forms

Notes to Tenderers on working with the Intellectual Property

Forms

In accordance with ITT 11.1(j), Tenderers must submit, as part of their tenders, lists of all the Software included in the tender assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Tenderers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.

i) Software List

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

ii) List of Custom Materials

Custom Materials

14. Conformance of Information System Materials

I) Format of the Technical Tender

In accordance with ITT 16.2, the documentary evidence of conformity of the Information System to the tendering documents includes (but is not restricted to):

a) The Tenderer's Preliminary Project Plan, including, but not restricted, to the topics specified in the TDS ITT 16.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of the Procuring Entity and any other involved third parties in System supply and installation, as well as the Tenderer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

b) A written confirmation by the Tenderer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.

c) Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its tender, the Tenderer must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Tenderer's Technical Tender will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Tenderer's Technical Tender.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Tenderer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Tenderer should indicate *that*–and to the greatest extent practical–*how* the Tenderer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO9001), copies of these certifications must be included in the Technical Tender.

Note: The Manufacture's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Tenderer Qualifications), in accordance with and ITT 15.

Note: As a matter of practice, the contract cannot be awarded to a Tenderer whose Technical Tender deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

d) Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely tender evaluation and contract award, Tenderers are encouraged not to overload the supporting materials with documents that do not directly address the Procuring Entity's requirements.

e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDSITT17.2 required Tenderers to tender.

Note: To facilitate tender evaluation and contract award, Tenderers encouraged to provide electronic copies of their Technical Tender–preferably in a format that the evaluation team can extract text from to facilitate the tender clarification process and to facilitate the preparation of the Tender Evaluation Report.

ii) Technical Responsiveness Checklist (Format)

Tech. Require. No. _	**Technical Requirement:** ***[insert: abbreviated description of Requirement]***
Tenderer's technical reasons supporting compliance:	
Tenderer's cross references to supporting information in Technical Tender:	

FORM OF TENDER SECURITY- [Option 1–Demand Bank Guarantee]

Beneficiary:_____

Request forTenders No:

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No._____("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

_____

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of_____under Request for Tenders No._____("the ITT").

2. KNOW ALL PEOPLE by these presents that WE …… of …… [**Name of Insurance Company**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

   Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

   then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____	_____
[Date]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

TENDER - SECURING DECLARATION FORM {r 46 and155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated] Date: .....

[insert date (as day, month and year) of Tender Submission]

Tender No.: ..... *[insert number of tendering process]*

To: ..... *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/ we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: …….…….....

Capacity / title (director or partner or sole proprietor, etc.) …….…….....……

Name: …….....

Duly authorized to sign the bid for and on behalf of: _____ [insert complete name of Tenderer] Dated

on……. day of…….…… [Insert date of signing]

Seal or stamp

PART 2 – PROCURING ENTITY'S REQUIREMENTS

SECTION V - REQUIREMENTS OF THE INFORMATION SYSTEM

TECHNICAL EVALUATION

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND THE BELOW PROVIDED SPECIFICATIONS AND SHALL ATTACH EVIDENCE OF THE SAME/SPECIFICATION BRONCHURES ON ADHERANCE TO EACH AND EVERY SPECIFICATION OF THE FINANCIAL MANAGEMENT SYSTEM FOR KENYA PRISONS ENTERPRISE FUND AS BELOW;

Acronyms Used in The Technical Requirements

Acronyms Used in The Technical Requirements
Acronym Table

	Term	Explanation
	AP	Accounts Payable
	AR	Accounts Receivable
	BM	Breakdown Maintenance
	Bps	bits per second
	CBK	Central Bank of Kenya
	CBM	Condition Based Maintenance
	CM	Corrective Maintenance
	Cps	characters per second
	DBMS	Database Management System
	DIT	Directorate of Industrial Training
	DOS	Disk Operating System
	Dpi	dots per inch
	EFT	Electronic Funds Transfer
	Ethernet	IEEE 802.3 Standard LAN protocol
	FOB	Free On Board
	GB	Gigabyte
	GL	General Ledger
	GRN	Goods Receipt Note
	HELB	Higher Education Loans Board
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	IFRS	International Financial Reporting Standards
	IPSAS	International Public Sector Accounting Standards

	Term	Explanation
	ISO	International Standards Organization
	KB	Kilobyte
	KPI	Key Performance Indicator
	Kva	Kilovolt ampere
	LAN	Local area network
	Lpi	lines per inch
	Lpm	lines per minute
	LPO	Local Purchase Order
	LSO	Local Service Orders
	MB	Megabyte
	MTBF	Mean time between failures
	NHIF	National Health Insurance Fund
	NIC	Network interface card
	NOS	Network operating system
	NSSF	National Social Security Fund
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PAYE	Pay As You Earn
	PCL	Printer Command Language
	PIN	Personal Identification Number
	PM	Preventative Maintenance
	Ppm	pages per minute
	PS	PostScript -- Adobe page description language
	PWD	Persons With Disability
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	RTGS	Real Time Gross Settlement System
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TBM	Time Based maintenance
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	VAT	Value Added Tax
	WLAN	Wireless LAN
	AGPO	Access to Government Procurement Opportunities

Functional, Architectural and Performance Requirements

1.1 Legal and Regulatory Requirements to be met by the Information System

1.1.1 The Information System MUST comply with the following laws and regulations:

1.1.1.1 ISO 90003: Software engineering Guidelines

1.1.1.2 ISO_IEC_27002_2013: Code of practice for information security management

1.1.1.3 ISO/IEC 26514:2008: Systems and software engineering -- Requirements for designers and developers of user documentation

1.1.1.4 ISO/DIS 15489-1: Information and documentation – Records management- Part 1 General

1.1.1.5 ISO 15489-1: 2001: Information and documentation – Records management- Part 1 General

1.1.1.6 ISO/NP TR 15489-2: Information and documentation – Records management- Part 2 Guidelines

1.1.1.7 ISO/TR 15489-2: 2001: Information and documentation – Records management- Part 2 Guidelines

1.1.1.8 ISO 16175-1:2010/2011: Information and documentation -- Principles and functional requirements for records in electronic office environments

1.1.1.9 NIST Special Publication 800-45 Version 2

1.1.1.10 National Information System Security Glossary, NSTISSI No.4009, January 1991

1.1.1.11 ISB Standard Version 2.0

1.1.1.12 ISF 2011 Standard of Good Practice for Information Security

1.2 Business Function Requirements to be met by the Information System

1.2.1 The Information System MUST support the following business functions

1.2.1.1 *Budget Management*

1.2.1.2 Finance and Accounts Management

1.2.1.3 Procurement Management

1.2.1.4 Assets and Inventory Management

1.2.1.5 Production Management

1.2.1.6 Human Recourse Management

1.2.1.7 ICT Administration

1.3 Architectural Requirements to be met by the Information System

1.3.1 The Information System MUST be supplied and configured to implement the following architecture.

1.3.1.1 **Database Management**: For data storage, processing and retrieval by the application systems

1.3.1.2 **Production Management:** For handling production level functionalities including, procurement of raw material, tools and equipment; Sale of finished products, Production schedule tracking and cost tracking.

1.3.1.3 **Finance and Accounts Management:** This will cover functionalities in Fund's Finance & Accounts Management & Payroll functions.

1.3.1.4 **Management Information System (MIS)**: MIS shall generate the reports presently being created by different departments at the Fund. MIS should be generated from the shared database and transaction processing systems. Identified Key Performance Indicators (KPIs) for each of the key users and other Information will be part of MIS. Identification of KPI and CSF (Critical Success Factor) will be done for major processes and projects which will be done periodically by the Fund. The same would be used by the management for business control and policymaking. Dashboard indicating the status of projects and also summary of key resource allocation and utilization issues requiring top management's attention will be designed and indicated.

1.3.1.5 **Decision Support System (DSS):** The proposed Financial Management System

based system should be able to analyze, assess pre-specified aspects of the decision-making process.

1.3.1.6 **Work Flow Management:** It includes design and implementation of formats for initiating requests, approvals, information sharing, planning/scheduling for activities, booking for shared resources etc.

1.3.1.7 **Financial Management System Portal:** For employee self-service functionality.

1.4 Systems Administration and Management Functions Required to be met by the Information System

1.4.1 The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

1.4.1.2 <u>Installation, Configuration and Change Management</u>:

The implementation will be done at the Fund offices. The Financial Management System shall be proprietary software or open source. The set of applications shall be by one software manufacturer. Fund will not accept different software vendors. The bidder shall develop a dummy environment to allow users to test the system before full implementation. The test environment shall be similar to the live environment. The proposed solution shall be capable of importing data from files formatted in common formats such as XML, MS Word, PDF, Excel, CSV, Access, etc. The proposed solution must integrate with the Microsoft Active Directory and Microsoft Exchange to allow for sending of alerts and other information to targeted recipients.

The proposed Financial Management System solution shall have an interface with the ability to integrate with other systems, notably Fund

- Outlook email client / MS Exchange Server,
-Microsoft Active Directory, Directory Services
- Microsoft Office Applications,
- PDF Viewers
- Electronic Document Management System

The bidder must offer trial licenses for use during project implementation. Fund licenses should only get into production after go-live.

The bidder shall be responsible for Change Management within Fund to ensure the system meets it's intended purpose.

1.4.1.3 <u>Operational Monitoring, Diagnostics, and Troubleshooting</u>:

The system MUST provide an intuitive, user-friendly, and easy-to-use interface that minimizes the need for training. The system SHOULD have a common look and feel across all modules. Online help MUST be available for all modules. The system MUST identify errors, inconsistencies or additional requirements at the time data is entered. Processing of the transaction MUST be suspended and / or re-routed to resolve the problem in "real time". The system SHOULD provide quick menus (favorites) which would be helpful to store the most used menu for a user. The language of the system and all its components MUST be English.

1.4.1.4 <u>User Administration and Access Control</u>:

The System MUST have a robust security active directory integrated administration and authorization profiles that assure system access. The system user and security administration functions MUST provide necessary controls to

ensure that no more than one individual can access the system or perform specific operations

Templates or group functions MUST be provided to facilitate maintenance. Changes in assignment or termination MUST automatically trigger a review of the employee's security privileges. Comprehensive logs of transactions and security incidents MUST be maintained for auditing purposes.

The system MUST allow administrator to export logs on various formats for further offline analysis.

The system MUST execute authority checks in its security administration and authorization profiles to ensure only authorized individuals can access the system or perform specific operations.

The system MUST record changes to authorization profiles.

The system MUST facilitate archival of documents from the Financial Management System to a Separate repository and MUST be accessible. Access to archived records MUST be secured using standard authorization profiles.

System MUST prohibit multiple users from updating the same record simultaneously.

The number of failed attempts allowed MUST be configurable

The system MUST have features that prevent the user from further access when the SET number of failed attempts is exceeded

The system MUST have the ability to log out the user automatically after a specified period of an idle session.

The "profiles" user defined or system defined MUST be maintained at different levels for better security usage.

The system MUST have the ability to support single sign-on.

The users in the systems MUST have controlled access to different business areas such as modules and / or menus in the system. The system administrator MUST control this access.

The user MUST be able to access a single or multiple menus / modules in the system as granted by the system administrator.

The system MUST have facility to run an individual job schedule request / group of job schedule requests.

The system MUST have facility to create a group of job schedule requests that would be accessible to a single or group of users.

The system should have the facility to create user defined menus and attach different business functions to it.

The system MUST provide default data groups or user defined data groups to enable access to different business data in the system.

1.4.1.5 System and Information Security and Security Policies:

The system MUST have an inbuilt System Administrator Role with the ability to monitor all the requests submitted in the system.

The system MUST support multiple levels of security. This includes protecting certain fields from unauthorized access. In addition, access to certain functions and data MUST be protected until they are approved by policy makers (e.g. budget scenarios that are created for analysis prior to publishing a formal recommendation). Application security MUST be integrated with database security and Microsoft Active Directory. The system parameters, including

application controls, authorizations and standard security configuration MUST be clear, well defined and can allow processing in an efficient and controlled manner, while protecting valuable data. The System MUST have ability to provide adequate audit trails that can be reviewed for information. These records MUST be non - editable and be secured from unauthorized access. Electronic records MUST maintain the old and new values to the change and the transaction used to generate the record. The system MUST allow one to define security events / incidents which upon occurrence, the system generates an email and sends it to a defined distribution list to notify the security administration "in an immediate and urgent manner". The messaging system MUST also have the capability of being interfaced to send this message externally to Microsoft Exchange. The system MUST have the flexibility to create user defined responsibilities / profiles to which different requests / functions / reports can be attached.

The system MUST be able to define policies for different levels of users e.g. a "High Security" profile for power users whose requirements are stricter than "Medium Security" profile for business end users
Clear segregation of privileges must be presented and implemented by security matrix of roles against authority. Security matrix will be gathered and created by vendor during the project analysis phase
Data masking/encryption of sensitive data MUST be supported
The system MUST support digital signatures

1.4.1.6 <u>Back-up and Disaster-Recovery</u>:

The Financial Management System Application shall have in-built capability to manage application software backups and restore with Source Control and the solution shall have in-built software to manage automated database backups and restore. The Financial Management System Must have the ability to create scheduled backups of system data. System should allow different backups including daily, weekly among others. The supplier MUST prepare all Technology policies and procedures related to the Financial Management System including authorization, backups and restore manuals, table space maintenance, archival etc., Knowledge transfer documentation for the solution implemented should include, and not limited to, operating system administration, database administration, application administration, modules management, troubleshooting, backup and restore. The system must provide for security backup facilities to enable complete file restore and recovery as well as remote backups, online backups and multiple backups.

1.5 Performance Requirements of the Information System

1.5.1 The Information System MUST reach the following performance levels.

1.5.1.1 The system should support functionally distributed computing from a centralized environment, allowing distributed functions across different locations. It should include integrated tools for monitoring system performance such as response time, CPU utilization.

1.5.1.2 The System should ensure that functions and its integrations are according to the definition as per scope of work and shall have 95% uptime efficiency for all users.

1.5.1.3 The system MUST be responsive and available. Any volume processing MUST not interfere with online responsiveness or availability.

1.5.1.4 The system MUST support replication and rapid fail-over or redeployment in the event of problems or planned maintenance.

1.5.1.6 The Vendor MUST design, develop, manage and conduct Performance and Volume Testing.

1.5.1.7 The Financial Management System should provide performance statistics for the CPU / Memory, database, Application servers.

1.5.1.8 The Financial Management System should have tools for administration of configuration management, performance tuning, and capacity planning.

1.5.1.9 The bidder is required to undertake the following to review readiness of the Financial Management System:

(vi) Facilitate in setting up central help desk for any queries.

(vii) Review the health, usage and performance of the system till it stabilizes.

(viii) Ensuring resolution / documentation of all issues raised during implementation.

(ix) Final configuration / integration, volume and stress testing.

(x) Switch over to production environment.

Service Specifications - Supply & Install Items

2.1 System Analysis, Design and Customization / Development

2.1.1 The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

2.1.1.1 Detailed Analysis: ***System Design Document; System Requirements Specification; Interface Requirements Specification, Software / System Test Descriptions; and Software / System Test Plan***.

2.1.1.2 Physical Design: ***Software Design Description; Interface Design Document; Database Design Document****; etc.*

*2.1.1.3 Integrated System: **User's Manual; Operations Manual;***

2.2 Software Customization / Development

2.2.1 The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and / or with the following technologies and / or tools.

2.2.1.1 ***Software Development Method*** *- The supplier must use a formal software development methodology which covers the following phases: Definition, Operational Analysis, Solution Design, Build, Transition and production.*

2.3 System Integration (to other existing systems)

2.3.1 The proposed solution shall be capable of importing data from files formatted in common formats such as XML, MS Word, PDF, Excel, CSV, Access, etc. The proposed solution must integrate with the Microsoft Active Directory and Microsoft Exchange to allow for sending of alerts and other information to targeted recipients.

The proposed Financial Management System solution shall have an interface with the ability to integrate with other systems, notably Fund's:

- Outlook email client / MS Exchange Server,
- Microsoft Active Directory, Directory Services
- Microsoft Office Applications,

- PDF Viewers
- Electronic Document Management System

2.4 Training and Training Materials

2.4.1 The Supplier MUST provide the following Training Services and Materials. The vendor should plan out the training activities for imparting specialized training as per the various categories of training as detailed below.

2.4.1.1 User: The user level training may be planned on site arranged in batches to cover the training requirement for all the users. Fund expects minimum 15 working days of functional training for all end Users and 30 full working days for Core Functional Team. System level training for IT Personnel should be at least for 30 full working days. The Core team have to be equipped with requisite technical knowledge before the implementation takes-off. Their training may have to be delivered at authorized training center of the vendor. Proper Financial Management System certification training need to be provided to functional personnel and IT Systems personnel from the Fund. The training curriculum & the schedules for the different levels of user should be informed in writing to Fund at least 2 weeks in advance.

Core user - access to the full application with all rights for the specific module as per the representation from the concerned Department. These are the users drawn from various departments having the functional knowledge and needs to be imparted functional expertise for the respective modules for using the application with rights for editing, modify and entry of data and generating various types of reports. These functional experts in turn would support the users of their respective functional department in understanding the functionality of the respective module and should be trained specifically for generating relevant reports from the system along with dynamic reporting features.

End user Access - End users are the users who will do the data entry and updating in the various forms and would be responsible to put the data in the Application. Here the roles would be defined for various levels with specific rights for accessing part of the application. Training should cover related to entry and updating of data in the various forms and generation of reports as per the rights provided.
The bidder MUST provide a list of expected training documents and materials to be delivered during the project.

2.4.1.2 Technical: Admin User (system level) - These are the administrative users who are the I.T personnel of the Fund to give technical support to various departments. Various categories of user to be provided specialized training is detailed as under:

- Financial Management System client and application Server configuration and installation, backup and recovery.
- Database Administration Training limited to configuration as required in database for installation of Financial Management System.
- Technical training on Form and report development including customization forms and report templates.

Prepare and supply User / Operation Manual for smooth and trouble-free operation in the system. The Bidder MUST provide information on the types of training to be offered for super users, end users IT personnel, among others.

2.4.1.3 Management: Top management users to have access to all or some of the modules as decided by the management. The training should highlight on operation and reporting features of all the modules and primarily concentrate on use of Management Information Systems and Decision Support Systems.

2.5 Data Conversion and Migration

2.5.1 The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services:

Perform data migration as a project dedicated to the unique objective of establishing a new (target) data store.

Perform data migration in four primary phases: Data Migration Planning, Data Migration Analysis and Design, and Data Migration Implementation, and Data Migration Closeout

The supplier must plan and Mitigate Risks associated with Data Conversion and Migration including but not limited to Application downtime/business freeze, performance degradation, Technical incompatibilities, and Data corruption/loss.

The supplier must conduct mock migrations, pilot migrations before the final migration run; this will ensure that the migration process is robust and trusted.

2.6 Documentation Requirements

2.6.1 *All project documentations (softcopy and hardcopy) MUST be handed over by the vendor and will be considered FINAL once approved by Fund.*

The documentation provided should be done at all the phases of the implementation

All project documentation versions MUST be controlled by the use of a Project Library directory. All relevant documentation MUST be handed over to Fund after the project implementation.

All documents MUST be submitted in English language, including user manuals.

The Supplier MUST prepare and provide the following Documentation.

2.6.1.1 End-User Documents:

The following project documentation, among others, MUST be provided:

- Training / User guide manuals for each module,

2.6.1.2 Technical Documents:

The following project documentation, among others, MUST be provided:

- *Requirements and Business Process documents including customization, modification or extensions Solution document, Architecture and design document,*
- *Data Migration Strategy*
- *Testing Strategy*
- *Technical administration guide for all the technical components of the Solution*
- *Backup and restore document, and any documentation needed to transfer the knowledge.*

2.7 Requirements of the Supplier's Technical Team

2.7.1 The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

2.7.1.1 **Project Team Leader:** Vendor *certification in the proposed solution, 6 years' experience in and demonstrated successful implementation of the solution*

2.7.1.2 **Finance Expert**: *6 years' experience in implementing the respective functional areas and demonstrated successful implementation.*

2.7.1.3 **Human Resources Expert**: *6 years' experience in implementing the respective functional areas and demonstrated successful implementation.*

2.7.1.4 **Procurement Expert**: *6 years' experience in implementing the respective functional areas and demonstrated successful implementation.*

2.7.1.5 **I.T. Technical Expert/Database Expert:** 6 years' experience in database development and administration and demonstrated successful implementation.

Technology Specifications - Supply & Install Items

3.0 General Technical Requirements

3.0.1 Language Support: All information technologies must provide support for English Language. Specifically, all display technologies and software must support the ISO/IEC 12207 standard on software life cycle processes and perform sorting according to appropriate standard method.

Dates: All information technologies MUST properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data.

3.0.2 Electrical Power: All active (powered) equipment must operate on 220v +/- 20v voltage range and frequency range, 50Hz +/- 2Hz. All active equipment must include power plugs standard in Kenya.

3.0.3 Environmental: Unless otherwise specified, all equipment must operate in environments of 10-30 degrees centigrade temperature, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust conditions.

3.0.4 Safety:

3.0.4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than *55* decibels.

3.0.4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting *US FCC class B or END 55022 and END 50082-1*, or equivalent, emission standards.

3.1 Computing Hardware Specifications

3.1.1 The supplier Must visit the Fund to confirm whether the existing hardware is capable of ensuring 99% uptime efficiency, ensuring optimal performance and supports best practices in Financial Management System implementation. The supplier should propose in its bid the requisite improvement required to ensure optimal performance and utilization of the system.

3.2 Integrated Financial Management System Specifications

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with

Technical Requirements.

BIDDERS SHALL MEET EACH AND EVERY TECHNNICAL SPECIFICATION REQUIRED AND ATTACH EVIDENCE OF MEETING THE SAME/SPECIFICATION BRONCHURES.

PRODUCTION MODULE

1	PRODUCTION MODULE	(FS,PS,CR,NS)	REMARKS
1.0	The system should be able to allow creation of various order classifications. (private, government and Internal/manufactured)		
1.1	The system should have the ability to allow customers to place orders		
1.2	The system should be able to capture customer details eg name, contact, mobile email, location item ordered etc.		
1.3	The system should be able to receive and classify the orders.ie Industry (Manufactured stock, Government or Private) and Farms.		
1.4	The system should be able to check availability on ordered item and alert. If available in stock- purchase, if not link to production.		
1.5	Ability to generate a Costing Sheet including profit margin i.e. private 30%, government 25% of the total cost of material		
1.6	Ability to raise invoice (minimum of 75% cost of the item) for payment of government and private specific orders and link it with e-citizen paybill. Away from manufactured stock.		
1.7	Ability to receipt payment and link with account module Away from manufactured stock.		
1.8	The system should have ability to generate a Work Order Number and a Job Card.		
1.9	The system should have ability to allow creation of various types of raw materials in the job card. (timber, nails, paint, welding wire, fabric etc.)		
1.10	The system should have ability to request raw materials as per the job card by the section head to the store keeper and link to inventory module		
1.11	Ability to allow approval of requests by the officer in-charge		
1.12	The system should have ability to generate progress reports on production		

1.13	The system should have ability to closing of the job card and send alert on order completion. The client to confirm on how the item will be delivered		
1.14	The system should have ability to generate invoice of the balance if any (ecitizen paybill) and link to accounts module Away from manufactured stock.		
1.15	The system should have ability to flag off and keep records/history of closed orders		
1.16	The system should have ability to link with inventory module for manufactured stock.		
2	**SHOWROOM REGISTER**		
2.0	Ability to capture item fields such as and not limited to: category, work order number, description, price, location, image etc.		
2.1	Ability to transfer a product from one showroom to another		
3	**FARMS**		
3.0	The system should be able to allow creation of various farm products classifications. (Livestock production, crop production, horticultural, fisheries forestation, apiculture, floriculture, landscaping, tea coffee poultry and fodder)		
3.1	Requisition of farm inputs (fertilizer, seeds, herbicides, insecticides.) and link it to the inventory module.		
3.2	The system should allow uploading of farming activities at all levels and allow monitoring of the activities at different levels		
3.3	The system should allow uploading all harvested products ready for sale and link it with e-commerce module		
3.4	The system should allow Declaration of harvest by farm manager to the director farms.		
3.5	The system should allow approval of sale of produce accordingly (internal sale / external sale)		
3.6	The system should allow uploading of price list of different farm products		
3.7	The system should have ability to link with inventory module for harvested farm stock		
3.8	The system should have ability to generate invoice of the farm products (ecitizen paybill) and link to accounts module.		
4	**REPORTING**		
4.0	Production reports (monthly, quarterly and annually)		
4.1	Sale report (monthly, quarterly and annually)		
4.2	Materials report (monthly, quarterly and annually)		
4.3	Finished product report (monthly, quarterly and annually)		
4.4	Requisition report (monthly, quarterly and annually)		

4.5	Harvested stock report (daily, monthly, quarterly and annually)		
4.6	Declaration report		

E-COMMERCE

No	Requirements	(FS,PS,CR,NS)	Remarks
1.0	**Product Information/Management**		
	Capture items such as and not limited to;		
1.1	Product name, category, images, description, dimensions, weight, quantity, price and other details.		
1.2	Ability to add, edit and delete product		
1.3	Ability to capture the product store location		
1.4	Ability to browse products by category/ classification, brand, price ranges, etc.		
1.5	Ability to enter multiple products and add them to the cart in one batch.		
1.6	Ability to save products to shopping list		
1.7	Ability to manage (e.g., delete, edit attributes) products in shopping list		
1.8	Ability to search on keyword, description text, item number, or category keyword		
1.9	Ability to store and view multiple images for each product		
1.10	Ability to state availability of products e.g., State how many items are still on stock.		
1.11	Ability to provision for integration with third-party logistics tracking system (For customer to know when the product will be delivered to them)		
1.12	Ability to allow applications of discounts or coupons		
1.13	Ability to allow users to save products in wish list		
2.0	**Payment Methods**		
2.1	Ability to support for multiple payment methods: credit card, mobile money, etc.		
2.2	Ability to support Auto-payment processing without human intervention (for all forms of payment)		
2.3	Ability to Support real-time credit card authorization		

2.4	Ability to integrate with government payment gateway		
3.0	**Customer Account Management**		
3.1	The customer should be able to see the information that is specifically relevant to them: order history, overview of receipts, shopping lists or repeat orders, etc		
3.2	Ability to create an account		
3.3	Ability to add/edit all personal information.		
3.4	Allow customer to set default shipping and billing addresses		
3.5	Ability to access order history and current status of placed orders (with search, filter, sort functions)		
4.0	**Delivery**		
4.1	Allow customer to edit billing addresses		
4.2	Ability to view “pre-shipping” order status		
5.0	**Customer Services**		
5.1	Ability to Support live chat		
5.2	Ability to gather general site feedback via a feedback form		
5.3	Ability to allow customers to leave reviews and ratings for products they have purchased		
6.0	**Reports**		
6.1	Ability to view Admin dashboard for report overview		
6.2	Ability to generate Sales report		
6.3	Ability to generate on Low Stock Report		

BUDGET MODULE

1	**BUDGETING**	**(FS,PS,CR,NS)**	**Remarks**
	Budget Creation		
1.0	**Ability to capture budget by:** d) To allow creation of annual work plans from various stations in the prescribed format. e) Ability to consolidate all annual work plans f) Monthly, Quarterly and Yearly basis b) General Ledger account, department and Cost Centre		

1.1	Ability to generate new budget based on the consolidated work plans and apply a percentage increase or decrease		
1.2	Ability to rationalize the budgets in accordance with available funds and readjust work plans		
1.3	Ability to allow hierarchical online approval of both formulated work plans and budget.		
1.4	Ability to link allocated budget/funds to specific key Outputs		
1.5	Ability to prepare both expense budget (Operational and Capital) and revenue budget/forecasts		
1.6	Ability to store historical budget data		
1.7	Ability to store multiple "proposed" budgets		
1.8	Allow automated conversion of "proposed" budget to actual budget		
1.9	Ability to reallocate budgets. This should require on-line approval. Ability to reserve and unreserve committed funds		
1.10	Ability to support top down and bottom up budgeting		
1.11	Ability to create balance sheet, profit & loss, cash flow and capital budgets		
1.12	Ability to provide comprehensive audit trail of changes to a budget.		
1.13	Ability to revise and approve a new budget		
1.14	Ability to synchronize budget with current GL structure and changes to cost Centre's and departments		
1.15	Ability to reallocate budget items with appropriate audit trail		
1.16	Ability to accommodate a budget calendar which may be different from a financial calendar		
1.17	Ability to support activity based budgeting providing for a facility to capture objectives activities and outcomes at item and sub item levels.		
1.18	Ability to allocate budget ceilings by programs and by account code		
1.19	Ability to trace payments to budget line items for cost management purpose.		
1.20	Ability to provide online facilities to view actual data with original budget or revised budgets.		
1.21	Ability to be working in sync with work plan, procurement and payment process in order to have inbuilt control within the business cycle.		
1.22	Ability to support copying of budgets from a financial period to another. The copied budget should be modifiable through application of percentages or absolute figures.		
1.23	Ability to be able to view each department/function budget, spending to date and expected expenditures for the rest of the period.		

1.24	Ability to support commitment control of the budget not to allow spending on a line item in the absence of a budget and procurement/cash/work plans		
1.25	Ability to appropriate notifications MUST get generated based on the workflow to be triggered for approval events.		
1.26	The system MUST facilitate contingency budgeting if required		
1.27	The system MUST allow adding supplementary budgets activities and by cost centres		
	Reporting/Analysis		
1.28	Ability to generate budget vs actual reports across multiple levels e.g. departmental, GL codes etc.		
1.29	Ability to factor commitments e.g. open purchase orders in carrying out analysis of budget against actual		
1.30	**Ability to compare:** a) Current year actual/budget/forecast month and Year to date b) Show expenditures, commitments c) Combined Expenditure, commitments and available balance d) Previous year actual/budget month and Year to date at any level, department, GL code.		
1.31	Ability to create user-defined budget analysis reports		
1.32	Ability to import/export budgets or budget information from/to spreadsheet		
1.33	Ability to provide alerts and notifications when a budget milestone is met		
1.34	The reports must conform to the National Treasury reporting requirements: i. Monthly budget reports ii. Quarterly budget reports iii. Reallocation reports iv. Actual vs. Budget v. Year expenditure/revenue reports vi. Annual budget reports vii. Cost budget reports in user defined period viii. Performance contracting reports		
	Reporting Requirements		
1.35	The system MUST facilitate forecasting of costs and revenue in terms of trends based on historical data		
1.36	The system MUST also allow downloading budgeted revenue and expense items from the budget system and creating a link with the current period data to produce variance explanations between the two items.		
1.37	The application MUST have following types of reports i. Profit & Loss account		

	ii. Trial balance (Average, Detail & Budget), Balance Sheet (actual and projected) iii. Performance report iv. Forecasted Income Statement v. Cash Flow Statement vi. Statement of changes in equity vii. Budget vs Actuals viii. User defined ix. Complete IPSAS formats including notes, IFRS formats x. Complete Quarterly financial statements report in IPSAS & IFRS formats xi. User defined period reports xii. Notes to the financial statements		
1.38	When preparing the budget out-turn report, one must be able to generate it with the options of: i. Factoring in all actual payments and committed funds (i.e. funds whose purchase requisition has been approved but the actual payment has not been made) ii. Factoring in only actual payments made		
1.39	The budget out-turn should not include future payments (not yet incurred) as a result of scheduled LPOs or journals.		
1.40	The system must be able to capture funded program budgets (e.g. GoK, World Bank, etc.) and report on them per the funder's reporting template.		
1.41	System prevents department level users from updating budget information after it has been submitted.		
1.42	Allows Budget Office to "push" worksheets out to departments electronically for budget preparation.		

FINANCIAL AND ACCOUNTS MANAGEMENT MODULE

1	**FINANCIAL AND ACCOUNTS MANAGEMENT MODULE**	**(FS,PS,CR,NS)**	**Remarks**
No	General Requirements	(FS,PS,CR,NS)	Remarks
1.1	Provide an interface that allows cash receipts captured in the system to be automatically reflected on the G/L and cashbook on a real time basis		
1.2	Provide a common chart of accounts across the departments but allow flexibility in definition of account codes to allow reporting at departmental level		
1.3	The Chart of Account must provide for a unique alpha-numeric, flexible account code structure with a user-defined number of segments and lengths per segment.		
1.4	Changes to the Chart of Accounts must be controlled and require necessary approval or		

	amendment to be restricted to authorized personnel only		
1.5	The system must be able to maintain budgets at all levels of the Chart of Accounts.		
1.6	Ability to flag prepayments to show periods they relate to (and system creates required entries)		
1.7	Ability to edit existing journals		
1.8	Ability to support reversal of journal entries		
1.9	Ability to compare invoices relating to specific period (based on invoice date and date processed) with the related accrual that were made previously to try gauge the accuracy of accrual processes		
1.10	Facility of an extended narrative to describe what should/should not get posted to particular G/L accounts		
1.11	Ability to "Attach" scanned supporting documents to entries		
1.12	Ability to drill down from GL entries into supporting documentation/transactions (may be multi-level drill down) to see original entry		
1.13	Ability to create profit and cost centers and report at those levels		
1.14	Allow nominated GL accounts to be only updated by subsidiary ledger transactions and blocked from journal entries.		
1.15	When making queries, ability to filter and sort transaction entries on every field, and to filter based on multiple criteria		
1.16	Provide a flexible and customizable user interface		
1.17	The chart of accounts MUST be flexible to accommodate the future business expansions in the segments & GL codes		
1.18	Provide a robust and fault tolerance error management functionality that ensures data integrity and prevents incomplete entries or corrupt data e.g. if power failure in the middle of processing a transaction		
1.19	Allow seamless integration with MS Office applications specifically MS Word and MS Excel as well as Outlook		
	Financial Reporting **Provide the following reports:**		
1.20	The system must address balance brought forwards on assets & liabilities (unsold furniture, farm produce in stores, suppliers, customers, staff loans, etc.)		
1.21	Provide facilities posting adjusting journal entries to prior periods by authorized users (only)		
1.22	Dynamic reports with the provision for a drill-down capability.		
1.23	Trial Balance		

1.24	Income Expenditure Statements/ Statement of financial performance		
1.25	Receipts and Payments		
1.26	Balance Sheet(Statement of Financial position)		
1.27	Cash Flow Statement		
1.28	Statement of changes in equity		
1.29	Quarterly reports to treasury: Should provide variance and comparison in current period expenditure and income with prior periods. Treasury provides standard template forms for these reports-IPSAS Accrual Template		
1.30	Monthly Management Report: This should be a financial report for each vote in the Ledger for the purpose of budget monitoring		
1.31	Ability to generate Budget report and Budget comparisons		
1.32	Ability to generate management accounts for statutory accounts reports from the ledger. Allow for Tax computation and analysis		
1.33	Allow for creation of customized reports to serve various funding sources requirements		
2	**Business Analytics**		
2.1	Support for business intelligence		
2.2	Ability to define key performance indicators and monitor them through reporting and analysis tool e.g. include performance on actual expenditure vs budget, ratio of recurrent to development expenditure, rate of cost reduction		
2.3	Ability to preview report before printing		
2.4	Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report		
2.5	Ability to reprint documents(invoices, memos ,receipts)		
2.6	Ability to support analysis of financial reports using graphs and charts		
2.7	Ability to support business intelligent reporting in inventory, payables and receivables including graphical presentation		
3	**Security And Controls**		
3.1	Allow user access to be controlled at numerous levels		
3.2	Ability to maintain detailed and summary transaction history by account with audit trail showing who, when and why		
3.3	Ability to query audit trails by transaction, by user, by account or GL code etc. for both transactions and standing data		
3.4	Ability to log reversals or corrections without allowing complete deletion		

3.5	Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles		
3.6	Ability to secure financial and reporting information to appropriate individuals associated with specific departments, roles or functions		
4	**General Ledger**	**(FS,PS,CR,NS)**	**Remarks**
	Charts of Accounts		
4.1	Customizable charts of accounts - The System shall have a flexible and expandable chart of accounts structure (for both length of segments and number of segments) All Gok Chart of Accounts Requirements must be met.		
4.2	Balance Sheet segment		
4.3	Income Statement segment		
4.4	Allow direct posting		
4.5	Support commitment accounts		
4.6	Allow re-classification of charts of accounts/GL		
4.7	Generate combined departmental budgets(Capex & Opex) in MS Excel, MS Word or any other relevant format		
4.8	Ability to define the chart of accounts in such a manner that account balances can be tracked by the following dimensions: a) Company Name b) Department/Cost Center c) Sub department /Cost Center d) Main GL accounts/sub-ledger e) Projects f) Location, etc.		
4.9	Support a variety of journal processing options		
4.10	Support journal to be grouped and processed in batches ensuring verification and authorization		
4.11	Handle general journal and recurring journals		
4.12	Manage recurring transactions		
4.13	Ability to show budget allocation/balance at entry of transaction		
4.14	Ability to display fields that fully describes the transactions		
4.15	Ability to print GL in a specified period		
4.16	Categorize income and expenses at various levels (grouping, subgroups)		
4.17	Support segmented general ledger		
4.18	Ability to monitor expenses against the budget per department per GL account		
4.19	The accounting structure MUST have control inbuilt not to allow updates by users from other		

	sub ledger modules unless it is approved. The application MUST freeze the changes made in the structure and also display the last updated by.		
4.20	The application MUST have the capability to generate parent child within the accounts. Defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.		
5	**Accounts payable**	**(FS,PS,CR,NS)**	**Remarks**
	Invoice processing		
5.0	The system must be able to process supplier invoices by interfacing with the procurement module		
5.1	The system must be able to capture all the relevant details relating to invoice processing and maintain a complete history for audit purposes. At a minimum, the following information needs to be captured: i. Invoice type (Debit Memo, Credit Memo, expense, etc.) ii. Invoice Number iii. Invoice Currency iv. Invoice Amount v. Payment Terms vi. GL Date vii. Supplier Details viii. Transaction Date ix. Line description / Details x. Payment Voucher Number xi. Payment Voucher Amount xii. Balance xiii. Payee xiv.Cheque Number (Physical Cheques) / EFT Reference xv. Budget Line Number / Description xvi.Bank Details (Bank Code, Bank Description, etc.) xvii. Division / Department		
5.2	Ability to maintain vendor database		
5.3	Ability to pay vendors		
5.4	Allow for generation of Payment Voucher entry		
5.5	The system must embed a workflow for verifying and approving invoices received for payment. The approval levels will depend on the invoice value.		
5.6	Ability to automatically generate payment voucher, imprest and invoice numbers		
5.7	Ability to approve Purchase Orders on the system		
5.8	Ability to process payments made by credit cards, checks and journal transfers, at a minimum		
5.9	Provide the capability to consolidate multiple payments to a single supplier. Should allow for partial payments		

5.10	Ability to set recurring bills		
5.11	Ability to schedule bill payments for suppliers		
5.12	Ability to track bill due date and set reminder when a bill is due		
5.13	Ability to track unpaid bills		
5.14	Ability to carry prepaid and accrued expenses into a new year		
5.15	Ability to distribute expenses to multiple accounts per line item		
5.16	Ability to generate alerts on approved documents		
5.17	Ability to provide Online banking		
5.18	Ability to pay from an account		
5.19	Ability to maintain vendor standard discounts(percent, volume, etc), when discounts were offered / accepted, effective date, and end date		
5.20	Ability to provide a means to track when available discounts could be used, by dates and by suppliers		
5.21	Ability to process journal vouchers both in batch and individual entries		
5.22	Encumbering Process		
5.23	Prepayment Surrender		
5.24	Automatically deduct and remit to KRA: VAT, Excise Duty, Service Tax , etc		
6	**Payable Analysis**	**(FS,PS,CR,NS)**	**Remarks**
6.0	Ability to mark an invoice/voucher as held with appropriate approval		
6.1	Ability to prevent duplicate invoice numbers per supplier		
6.2	Ability to raise debit and credit note		
6.3	Ability to settle payments		
6.4	The system should be able to indicate payment type: cash, physical cheque, EFT, Credit/Debit Card, Mobile money transfer / pay, and RTGS		
6.5	**Accounts Receivable**		
6.6	The system must be able to automate the receipting process and generate Payment Receipts that can be printed.		
6.7	The system must be able to update accounts receivables and cash / bank as a result of receipting		
6.8	The application MUST have the facility of generating automatic receipts & clearance of the same		
6.9	The system must only accept receipts that properly match with a receivable. Receipt entries must automatically interface with the General Ledger.		

6.10	The application MUST provide facilities to query accounts		
6.11	The application MUST facilitate Interfacing of invoices using Auto Invoice interface functionality to import and validate transaction data from legacy financial systems or any other third-party system and create invoices, debit memos, credit memos, and on-account credits in Receivable		
6.12	The application MUST facilitate interfacing invoices from an external Billing System or revenue accounting system and allow to be processed in batches.		
6.13	The system should be configurable so as to allocate receipts into various GL accounts. One should also be able to generate reports on receipts on the various categories as defined.		
6.14	The application must be able to restrict posting of receipts by users to specific accounts.		
6.15	The application MUST support the reversals, corrections of the payments and the receipts.		
6.16	The application MUST capture receipts other than direct revenue generating activities through miscellaneous receipts.		
6.17	The application MUST allow matching of receipts to invoices based on different parameters like customer id, name, invoice numbers etc.		
6.18	The receivable system MUST maintain Payment terms		
6.19	Capability to charge customers for bounced cheques.		
6.20	Capability to charge customers for approved penalties and/or fines. Thus, the system should have the capability to define penalties and/or fines and allow for their selection from a drop down or similar facility.		
6.21	The system must allow one to print a comprehensive customer account statement showing all transactions.		
6.22	The application must be able to process receipts in multiple currencies		
6.23	Ability to backdate receipts date but after several levels of approval. This is especially important to prevent interest accrual on receipts that are processed after the system has been offline for an extended period of time.		
6.24	The system should be able to produce cumulative reports on receipts per customer, per bank, etc.		
6.25	The application should interface with the bank so as to support creation of automatic receipts based on the bank files having customers depositing the cash directly into the corporate account.		
6.26	The system must be able to interface with other modules so as to be able to retrieve customer details (such as: customer codes, customer name, location, contact details, etc.) and invoices being settled (licenses, penalties, etc.).		
6.27	The system must be able to set up payment parameters for customers such as: currency of payment, payment frequency, etc.		
6.28	The system must be able to handle suppliers who are also customers		

6.29	The system must be able to detect duplicate customers by comparing a combination of unique customer details like the Revolving Fund internal generated numbers and the tax PIN.		
6.30	The system must be able to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.		
6.31	Alerts and notifications when accounts receivables are due.		
6.32	The system must be able to produce exception reports so as to determine customers whose credit limit is older than a specified number of days.		
6.33	The System MUST generate dunning or collection letters, to have credit limit and credit hold functions.		
6.34	The application MUST send notification through workflows once credit limit for customer is exhausted.		
6.35	For customers who overpay, the system should be able to: i. Perform invoice split-matching ii. Allocate the excess amount to the customer's credit account iii. Or the customer's other accounts		
6.36	Ability to define Customer credit policies / limits.		
6.37	Ability to track a customer's credit balance and issue alerts upon attainment of a set threshold.		
6.38	The system must be able to produce aged receivables report for various account categories.		
6.39	The financial module should be able to interface with the respective system so as to pull credit policy conditions/terms per category.		
6.40	The system must support bad debt provisioning.		
6.41	The application MUST have written off limits defined for users and inbuilt approval process for bad debts or adjustments.		
7	**Produce Cash flow Projections**		
7.0	Ability to show overdue cash flow projections		
7.1	Produce overdue payables report		
7.2	Ability to project annual cash flows after one year of data is collected		
7.3	Ability to merge and report actual/historical cash flow utilization and future cash flow projection		
7.4	Ability to merge bank/cash accounts with respect to cash flows		
7.5	The system must be able to convert approved loans/advance applications to payment vouchers		
7.6	Ability to provide comparisons of various periods and current period for performance purposes		
8	**Support partial payment of Specified Invoices**		
8.0	Ability to select specific suppliers for payment		
8.1	Ability to select specific invoices for payment		

8.2	Ability to capture invoice information(date, amount and receipt date)		
8.3	The system should be able to close a purchase order upon payment of the full amount.		
8.4	Ability to pay a designated percentage of the total due		
9	**Tax Processing**		
9.0	Ability to meet requirements of the following types of tax and have provision for setting up any additional tax requirements: i. Corporation Tax ii. Withholding Tax iii. Withholding Value Added Tax iv. Pay As You Earn (PAYE) v. Value Added Tax (VAT) vi. Reverse VAT vii. Tax on contract payments viii. Any other defined taxes		
9.1	Ability to account for, analyze and report on input and output VAT		
9.2	Generate user defined VAT analysis over a given period		
9.3	**The system should support Withholding tax and therefore have**; a) Ability to compute withholding VAT and withholding tax and post them to relevant GL accounts f) Ability to classify customer/suppliers and services/products as VAT exempt or VAT chargeable b) Ability to generate periodic report on withheld VAT showing details of tax withheld for supplier and invoice and total for the period c) Ability to generate periodic report on withheld tax showing details of tax withheld for each payment and total for the month g) Ability to set tax tables and update them when rates change		
10	**Expense Reporting**		
10.1	Ability to support expense policy definition and compliance e.g. approval limits for expenses		
10.2	Ability to upload expenses from excel sheet		
10.3	**Reports.** *Provide expense reports grouped by;* i) Individual ii) Expense item v) Cost Centre iii) Department		
10.4	Ability to support expense reporting and analysis by vote		
10.5	Ability to consolidate individual expenses into departmental expense report		

11	**Cash Management**		
	Banking & Cash Management		
11.0	The system must be able to support the Kenya Shilling as the functional currency and should further be able to support other major currencies including but not limited to Euros, US Dollar, and Sterling Pound.		
11.1	The system should allow one to upload currency exchange rates downloaded in predefined file formats from certain websites e.g. CBK, Commercial Banks		
11.2	Able to translate amounts from functional currency or source currency in the originating ledger, based on a specified exchange rate		
11.3	The system Should be able to perform foreign exchange gain / loss per transaction and post in the designated account.		
11.4	The application MUST support Conversion: Convert foreign currency amounts in journal entries to functional currency at the time of entry. Converted values are factored into the computation of average balances functional currency.		
11.5	The application MUST support Revaluation: Revalue of accounts at the end of each year which are recorded on books in a foreign currency. Revalued balances, as well as the unrealized exchange gain or loss, are factored into the computation of average balances.		
11.6	i. AR Aging Report ii. Using specific criteria - Department, Date Range, specific vendor or all vendors and suppliers. The report MUST have details in terms of payment terms, customer profile class, customer category, the amount overdue and the payment mode. iii. Aging report categorizes receivables to clients based on time buckets: • 0 to 30 days old • 31 to 60 days old • 61 to 90 days old iv. Older than 90 days v. AR due date forecast vi. Down payments / payment advances listing vii. Client Payment history report viii. AR posting status reports per period ix. Cash Receipts Report x. Client Statement		
11.7	Ability to support the following Bank Master details: a) Bank Country Code b) Bank Code and Name c) Branch Code and Name		

11.8	Ability to specify which bank accounts the money goes to		
11.9	Deposit payments to bank accounts		
11.10	Ability to print deposit summary of deposits records		
11.11	Ability to define petty cash limits in the system. The system should not allow petty cash accounts to exceed defined petty cash limits		
11.12	Import Bank statements into the system		
11.13	Create and manage multiple cashbooks		
11.14	Manage cash and banking activities		
11.15	Handling receipts and payments transactions through cash books		
11.16	Perform bank reconciliation (Auto and Manual)		
11.17	Cash flow management		
11.18	allow the recording of cash charges / payments and deposits / receipts		
11.19	provide cash position projections (reporting) based on sales		
11.20	calculate expected cash uses by sources including administration and business units		
11.21	Ability to hold and display current cash positions		
11.22	provide alerts when cash positions reach configured pre-selected levels		
11.23	post cash transactions to the General Ledger and update Accounts Receivable		
12	**Petty Cash**		
12.0	The system must be able to address petty cash disbursement through IOU or refund		
12.1	The system must be able to address petty cash replenishment.		
12.2	Staff must be able to apply for petty cash online (IOU or through a refund).		
12.3	System must have a workflow for processing petty cash disbursements.		
12.4	Automatic tracking of petty cash balance for purposes of replenishment.		
12.5	Raise alerts and notifications for petty cash replenishment.		
12.6	The system should enable posting of petty cash entries to the GL.		
12.7	Reminders or notifications on overdue petty cash both to the applicant and the issuer.		
12.8	The system should have an employee self-service functionality that allows the staff to clear all outstanding balances before they apply for new per		

	diem / imprest.		
12.9	The system should have an employee self-service functionality that allows the staff to account for per diem/imprest that had been advanced to the employee.		
13	**Cash book Processing/Receipting**		
13.0	Ability to process receipts		
13.1	Ability to process cash book journals		
13.2	Ability to setup payment tolerance levels and reason codes for writing off payment differences		
13.3	Ability to process and record manual payments		
13.4	Define payment methods (e.g. Cash, cheque, EFT,)		
13.5	Create payment categories for all payment classes		
13.6	Support inter-bank transfers		
13.7	Track bank deposits/ remittances		
13.8	The system must be able to capture payment terms such as payment discount conditions and penalty conditions to all business to be able to make payment decisions that will maximize discounts while minimizing penalties		
13.9	The payment application MUST stop payment clearance for all the vendors whose payments are on hold due to business specific reasons		
13.10	Store historical data for all payments		
14	**Reconciliation Processing**		
14.0	Ability to carry out/run cashbook/bank reconciliation procedures		
14.1	The system MUST facilitate auto reconciliations based on customer ID, invoice number and site details, etc. For matching. The bank balance MUST be automatically updated online based on clearances.		
14.2	Ability to support EFT payments to vendors by providing an automated interface to the EFT system		
14.3	The system SHOULD populate value dates for all records. Apart from this, the system SHOULD generate a report on the transaction not cleared and the reason for that (like funds getting rejected, invoice -payment mismatch etc.).		
14.4	The system SHOULD enable auto reconciliation between the receipts /payments within the other sub ledgers with the bank statement data in terms of cheque clearances, EFT, etc.		
14.5	The cash management application MUST be well integrated with payable and receivable system and MUST be having access to verify payable invoices as well as revenue receipts.		
14.6	The application MUST automatically record foreign currency gains and losses		

14.7	**Reports**		
14.8	**Ability to provide detailed reports on:** a) Statement of income and expenditure b) Statement of Financial Position c) Statement of change of financial assets d) Statement of change in net assets e) Cash flow statements f) Statement of Comparison of Budget and Actual Amount g) Trial balance		
14.9	Ability to generate cash book detailed report - receipts, payments and adjustments		
14.10	**Ability to generate reconciliation reports:** d) Reconciliation differences e) Reconciled items and un-reconciled items f) Monthly reconciled cashbook position		
14.11	Ability to import bank statements		
15	**Payments**		
15.0	Payment handling with approval workflow		
15.1	Invoice Aging Report (using specific criteria - department, date range, specific vendor or all vendors and suppliers		
15.2	Print payment vouchers fully capturing details of payment		
15.3	Allow reimbursement/refund of expenditure incurred		
15.4	Generate payment list for bank funds transfer		
15.5	Auto posting of transactions to relevant expenditure accounts and GL account		
15.6	Check for duplicate payment numbers and duplicate payments		
15.7	Create payment structure for accommodation and subsistence allowance Link to HR remuneration management module for allowances		
16	**Project Cost Management**		
16.0	Ability to monitor project costing		
16.1	Ability to monitor project progress		
16.2	Ability to perform cost accounting function		

PROCUREMENT AND INVENTORY MANAGEMENT MODULE

	GENERAL REQUIREMENTS	**(FS, PS, CR, NS)**	**REMARKS**
1	**PROCUREMENT PLAN**		
1.1	Ability for creating annual / ad hoc procurement plans.		
1.2	The system to allow for procurement plan approval based on the set thresholds for the different approvers in the work flow process.		

1.3	The system must enable various departments to develop and submit their procurement plans for the entire year		
1.4	Automatic confirmation of procurement plans against departmental budget		
1.5	The system must have the ability of updating the procurement plan on a periodic basis by having an inbuilt workflow for updating the procurement plan		
1.6	Ability to set alerts with respect to initiation of procurement plans preparation and submissions.		
1.7	Provide at least two levels of approval for the procurement plan		
1.8	Ability to integrate with GOK e-procurement and National Treasury Suppliers System		
Procurement Plan – Reporting			
1.9	Ability to print both a summarized and a detailed view of the procurement plan		
1.10	Enable the attachment of documentation to procurement plans submitted by departments and avail the same during consolidated		
1.11	The system should enable generation of reports of consolidated procurement plans for the different departments		
1.12	Ability to track and report on purchasing trends against the procurement plan		
1.13	Ability to implement procurement plan report based on a defined criterion e.g. per period, department etc.		
2	**REQUISITIONS**		
2.1	Once the purchase requisition is submitted to procurement, the procurement departments should be able to initiate the method of procurement depending on the nature of requisition.		
2.2	The system should have the ability to merge each requisition to its budget line.		
2.3	The system should have provision for raising purchase requisition in foreign currency where applicable		
2.4	Ability to Enable verification of the requisition against departmental budget so as to confirm the availability of funds		
2.5	Ability to Capture approval / rejection of the requisition by the user manager and departments / divisional head. If you reject kindly add comments		
3	**REQUESTS FOR QUOTATIONS**		

3.1	Ability to support the RFQ process by providing a workflow that allows procurement division to: i. Receive purchase requisitions from the user department ii. Convert the purchase requisition into an RFQ if it is less than a certain amount iii. Allow prequalified suppliers to be selected. iv. Automatically send the RFQ to the selected suppliers via email or allow for printing v. Convert an RFQ to the procurement department's purchase requisition vi. Convert the procurement department's purchase requisition to an LPO upon approval vii. Email the approved LPO to a supplier. The workflow must be able to clearly capture all approvals that have taken place.		
3.2	Ability to track requisitions against the procurement plan at departmental level and company-wide level		
3.3	Provide functionality for evaluating and ranking supplier responses to an RFQ so as to determine the lowest quoting vendor.		
3.4	For each RFQ sent, the system should be able to capture the following details: i. RFQ Reference Number ii. Description of service iii. Names of suppliers to whom the RFQ was sent iv. Name of respondents v. Prices quoted vi. Results of evaluation vii. User defined comments		
3.5	The system should have the functionality to manage procurements through Request for Quotations process		
3.6	Ability to track timelines for each stage of the procurement process		
3.7	Ability to create a "single" contract number per physical contract that can be utilized across all operations of the ERP, and other Fund systems		
3.8	Ability to offer Support for document management to maintain a tender library of templates and sample documents for the various elements of a tender including tender terms and conditions, draft contract terms and conditions, specifications and related documents		
4	**TENDERING**		
4.1	The system must be able to capture the following tender details. At a minimum, these details are: i. Method of procurement as per the Procurement Act 2015 (direct procurement, open tender,		

	restricted, etc.) ii. Reasons for using the method of procurement iii. Deadline for tender submission and opening date iv. Tender submission location v. Tender number and name vi. Location of the bid document e.g. on website or obtained from procurement office vii. Tender document (specifications, terms & conditions, e.t.c) viii. Bid bond ix. Tender Validity period x. Tender evaluation results (both technical and financial results) xi. Number of tenders received xii. Status (Evaluation, under negotiation, awarded, advertised, e.t.c) xiii. Value of tender/quotation xiv. Name of bidder xv. Respondent details: Name of respondents, value, technical and financial scores, etc. xvi. Performance bond value xvii. Expected date of start and completion xviii. Source of funds/ budget availability for the tender xix. Date of tender award xx. Date of contract signing xxi. Name of persons signing the contract/signatories		
4.2	Ability to generate tender number for the different types of tenders		
4.3	Ability to print out the tender details above for purposes of advertisement and reporting		
4.4	Ability to manage procurements through Low value procurement , Open, Direct, framework agreements and Restricted Tendering process		
4.5	Ability to provide reminders (to user departments and procurement department) within a pre-defined advance period to initiate tender requests.		
4.6	Ability to track status of bid bonds. Bid bonds for unsuccessful bidders should be returned when sending regret letters.		
4.7	Ability to generate a list of tenders that have been terminated.		
4.8	Ability to create contracts using standard terms and clauses.		
4.9	Ability to Allow special item products to be defined as needed		
4.10	Ability for contract specialists to document the products covered by the contract. This should include general and specific product information.		

4.11	Ability to Build mechanisms for pricing and service-level agreement flexibility into the contract		
4.12	Ability to track timelines associated with each stage in the contract process and flag where these are exceeded		
Reporting			
4.13	Ability to generate reports on tenders in progress and their status		
4.14	Ability to generate reports on status of the tendering process e.g. contract being drawn, awarded, evaluating, advertised, etc.		
4.15	Ability to generate reports on a list of tenders whose submission dates were extended.		
4.16	Ability to generate reports on a price comparison list for RFQs		
4.17	Ability to generate reports on a summary of tender awards by procurement method, value, reserved tenders etc.		
4.18	Ability to generate reports on the responsiveness in a particular period e.g. How many responsive/unresponsive tenders in a particular tender.		
5	**PURCHASE ORDER**		
5.1	The system MUST capture the following details for Purchase order header i. PO Number and date ii. PO Description iii. Quantity iv. Total Value of the order v. Supplier & Site location vi. Ship to address And any other necessary details for a PO		
5.2	The system SHOULD be able to print the PO information with company logo only once as an original copy. The re-print option SHOULD indicate duplicate copy.		
5.3	The system must have a workflow for generation / raising of local purchase orders following approval of purchase requisition		
5.4	Ability to notify purchase order acknowledgement from vendor		
5.5	System should automatically generate an alert if acknowledgement is not received within a specified time from PO issue date		
5.6	All LPOs and LSOs generated should include terms and conditions; the system should allow for the definition and maintenance of the terms and conditions.		
5.7	The system shall allow an authorized user to change shipping, payment method for a purchase order		
5.8	Ability to merge several requisitions into a single purchase order		
5.9	The system shall notify the user about any changes made to the order		

5.10	The system should be able to provide for supplementary LPOs and Purchase Requisitions		
5.11	The system not allow for duplicate Purchase order numbers		
5.12	System should be able to support procurement of different services i.e. fixed rate contract service/fixed rate temporary labour / rate based temporary labour		
5.13	The system should be able to process POs with multiple ship-to locations type Pos		
5.14	Ability to allow authorized users to track status of approval of their purchase requisitions and related purchase orders		
Purchase order reporting			
5.15	The system MUST provide a report of all purchase and service orders for a specific Period		
5.16	The system MUST provide a report of all pending purchase and service order as at a certain date showing how long they have been pending		
5.17	The system MUST generate reports on Frequency and volumes purchased and seasonal trending of items		
5.18	The system MUST generate reports on a list of open purchase orders		
5.19	The system MUST generate reports on overdue supplies, which can be used to follow-up with suppliers for the material to be supplied.		
5.20	The system MUST generate reports on Purchase order commitment, which is used to show the monetary value of the purchased commitments for the specified period.		
5.21	The system MUST generate reports on Purchase order detail showing the details of all type of purchase orders specified by the user.		
5.22	The system MUST display the quantity received against the purchase order so that one can monitor the status of the purchase order		
5.23	The system MUST maintain a list that shows the items supplied by different suppliers		
5.24	Ability to allow an on-line supplier portal support system that shall allow interaction between suppliers and the Fund		
5.25	Ability to track the online status of procurement documents such as LPO and LSO		
5.26	Ability to track annual review of suppliers with contracts		
5.27	Ability to maintain detailed audit trails on changes to the supplier master data		
5.28	Provide system generated supplier numbers		
5.29	Ability to support quick supplier review with; a) Outstanding balance b) Last payment date c) Last payment amount d) Invoices paid		

	e) Last purchase date f) Last purchased amount g) Previous years purchases h) Year to-date purchases		
5.30	Ability to support vendor specific payment terms		
6	**GOODS RECEIPT**		
6.1	Ability to match goods received note to Purchase Order		
6.2	Support for multiple and partial receipts against the same purchase service order		
6.3	Ability to process goods returned e.g. if rejected by Inspection Committee		
6.4	Ability to update all the registers		
7	**INVOICE VERIFICATION**		
7.1	Ability to match quantity on an invoice to a Goods receipt and Purchase Orders		
7.2	Ability to match value on an Invoice to Purchase Order		
7.3	Report on Stock issuance per department or User		
8	**STORES ITEM MAINTENANCE**		
8.1	Ability to setup and maintain item codes with different segments		
8.2	Ability to maintain the following information for items BUT not restricted to: a) Item Code with Alphanumeric support b) Item Description c) Purchase lead time d) Supplier/Vendor code e) Default purchase unit of measure f) Minimum, Maximum, Order Stock levels g) Items Status (Active, Obsolete etc.) h) Expiry Date i) Serial Number j) Price		
8.3	Ability to group items into categories and sub-categories		
8.4	System to be capable of linking supplier item code with the item code in the item register		
8.5	Ability to maintain conversions between units of measure		
8.6	System should have provision for Serial number control of items		
8.7	Ability to set up multiple units of measure for each item and automatically convert from one to another		
8.8	Ability to view quantity balances per item to view information relating to enquiries, quotations, purchase orders and delivery progress with easy access.		
8.9	Ability to maintain audit trail of changes to inventory data		
8.10	Ability to maintain price details per item		
9	**STOCK TAKING**		

9.1	Ability to generate stock taking sheets from the system		
9.2	Ability to generate stock adjustments based on results of the stock take		
9.3	Ability to report adjustments made as a result of stock takes		
9.4	Ability to carry stock taken by category of items in-order to provide flexibility to carry stock takes for different items different times		
9.5	Ability to perform a re-count if the stock difference is beyond pre-defined limits		
9.6	Ability to identify type of physical count adjustments as; a) Shortage/Excess b) Damaged(with %age damage) Non usable items(scrap) etc.		
9.7	Ability to define the cycle count frequency per item, e.g. Quarterly, Bi-annual, Annually		
9.8	Ability to freeze normal inventory transaction during physical stock take		
9.9	The system should post the stock adjustment only after approval in system		
9.10	Ability to link items to their user department in the system		
9.11	Ability to capture documents with technical specification of items in the system and link them to the register		
Storage Location			
9.12	Ability to support creation of multiple warehouse/storage locations and attach type/categories of transactions which location can support		
9.13	Ability to define bin locations and assign items to bins		
10	**STORES ISSUANCE**		
10.1	Allow for the storekeeper to issues items on the system based on approved stock requisition		
10.2	Ability to generate system stock issue voucher		
10.3	Ability to update stock balances based on stock issues		
10.4	Ability to retain history of approved and issued stock requisitions		
10.5	Report on approved stock requisition yet to be issued		
10.6	Report on stock issues per department or User		
General Stores Reporting			
10.7	Ability to generate Stock Ledger report		
10.8	Ability to generate item movement report to track all transactions based on following criteria; a) Damaged stock report b) Slow moving items		
10.9	Ability to generate lead-time report		

10.10	List of store items showing details including quantities in hand		
11	**ASSETS & INVENTORY MANAGEMENT MODULE**		
11.1	Ability to define of new Items without affecting the ongoing processes		
11.2	Ability to define and maintain alpha numeric character codes for items		
11.3	Ability to define all the inventory items at one master location.		
11.4	Ability to define item templates with predefined set of item attributes		
11.5	The system MUST capture following important information for each Item: i. Item Number / Code (alphanumeric) ii. Item Description (brief information) iii. Unit Price iv. Minimum stock quantity, maximum stock quantity v. Safety stock level, re-order stock quantity vi. Physical attributes such as weight, volume, length etc. vii. Lot number, serial number, bar code number viii. Supplier information, country of origin ix. Expiry date		
11.6	Ability to define the following inventory types inside the application e.g. Discrete Items and fluids, growing crops, live animals etc.		
11.7	Ability to define new Item categories based on their characteristics		
11.8	Ability to assign Inventory items to one of these categories defined		
11.9	The system allows for the issuance of goods, inter stores transfers, etc		
11.10	Ability to autogenerate Goods Issue Note that must be associated / matched with a stores requisition note.		
11.11	Ability to allow full or partial issues/receipts against a stores requisition note or contract		
11.12	Ability of the system to enable creation and maintenance of approved items price lists		
11.13	Ability of the system to enable creation and maintenance of supplier items catalogues		
11.14	Ability of the system to create Electronic Catalogue for all items / Services		
Inventory Item Reporting			
11.15	Ability to generate, per storage location, the store movement reports including:		

	i. Current stocks (Value and Quantity reports, reorder level, balance to reorder level, etc.) ii. Receipts per a selected period (Value and Quantity reports) iii. Issues per a selected period (Value and Quantity reports) iv. Transfers (Value and Quantity reports) v. Damaged stocks (Value and Quantity reports) vi. Expired stocks (Value and Quantity reports) vii. ABC Analysis Report: This report gives information classifying all the items available based on their importance and value. viii. Item Overhead Report: Each item is associated with some overheads before it is actually consumed. It can be storage, processing, transportation and packaging. This report will give overhead details for given set of items including cost associated with the same. ix. Item categories Report x. Stock issuances ▪ Per User Per Department / Division		
Inventory Maintenance			
11.16	Ability to Embed a workflow for the receipt/rejection of inventory (including related procurement and stores movements) and capture approvals, comments and documentation associated with this process/task and updating of the inventory data.		
11.17	Ability to Automatically update the inventory levels and balances after issuance/reception of inventory (stocked items and services)		
11.18	Ability to do stock valuation: The following options must be available for calculating the unit cost of a good in the store: i. Last In First Out (LIFO) ii. First in First Out (FIFO) iii. Simple Average iv. Weighted Average		

11.19	Ability to capture the following details updating the stock levels: i. Item Name / Part Number ii. Inventory Type / Category iii. Item Description iv. Stock Date v. Goods Receipt Note (GRN) Number vi. Delivery Note Number vii. Quantity viii. Cost of items ix. Quantity out x. Expiry Date xi. Supplier Number and Name (referenced to the supplier master data in the procurement module)		
11.20	Ability to Allow the receipt of inventory both at once and partially		
11.21	Ability to maintain a central access-controlled items master database		
11.22	Ability to give alerts and notifications when stocks are at the re-order level and on expiry dates		
12	**DISPOSAL**		
12.1	Ability to allow for approval of disposal plan by the Accounting Officer		
12.2	Ability to allow for appointment of disposal committee by the Accounting Officer		
12.3	Ability to allow for the attachment of disposal committee meeting minutes		
12.4	The system should allow for inputting of actual disposal method and ensure all records are archived and can be retrieved as and when required		
12.5	Ability to Embed a workflow for the disposal of items (fixed assets and store items) and capture approvals, comments and documentation associated with this process / task and updating of the information in the fixed asset register or inventory.		
12.6	Ability to Support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.		
12.7	Ability to allow for consolidation of all idle assets, surplus to requirements and obsolete items from user Departments and sections		
12.8	Ability to Automatically generate disposal codes		
Inventory Maintenance Reporting			
12.9	Ability to extract the full list of inventory within the organization.		
Reporting Requirements			

12.10	Ability to generate all standard reports with respect to stock takes		
12.11	The Head of Procurement should have access to a screen that provides him / her with an update on the status of all workflows in his/her department. The objective of this is to allow the procurement manager to have an overview of the status of all requests and activities of his department.		

HUMAN RESOURCE AND PAYROLL MANAGEMENT MODULE

No	Requirements	(FS, PS, CR, NS)	Remarks
1.0	**Human Resource Management**		
1.1	Personnel Administration		
	Ability to capture fields such as and not limited to;		
1.2	Full Names, Date of Birth, Nationality, (If Kenyan: County of Birth, Sub County, Ward, Location, Sub Location.		
1.3	National ID / Passport Number, Mobile / Tel. Number, KRA Pin, Personal Number.		
1.4	Dependants information (spouse, next of kin, children and beneficiaries)		
1.5	Academic qualifications, professional and organization sponsored qualifications, Membership to Professional bodies and Employee Skills		
1.6	Job title, job group / scale, Directorate, Station, Department, Section, appointment type (Temporary, Permanent and pensionable, contract, intern), Probation Period / Appointment Period Important Dates (Date of Appointment, Reporting Date, Confirmation Date, Retirement Age / Date, Pension, Medical, Termination, Date of Salary Stoppage etc		
1.7	Ability to issue alerts for confirmation, promotion, retirement, leave etc		
1.8	Staff Retirement and Exit (Mandatory Retirement age (60-65 years), early retirement (50 years), dismissal, resignation, medical grounds, death, re-organization and abolition of office) Notification of retirement (12 months before retirement), Notification for leave Generate Retiree Clearance Certificate Flag off retiree account as inactive after retirement		
1.9	Ability to create employee status (active employment, resigned, suspended, study leave and unpaid leave) and integrate it with		

	affected areas in leave management and payroll		
1.10	Link to the Payroll Management for Salary Administration		
1.11	Ability to customize any other required details		
2.0	**Organization Management**		
2.1	Directorates, Sections, Sub Sections and Stations		
2.2	Organization Information and Policies		
2.3	Organization Manuals (HR, PSC Regulations, Career Guidelines, Discipline, Training)		
2.4	Organization Calendar		
2.5	Positions and Job Descriptions		
2.6	Committees		
3.0	**Performance Management**		
3.1	Define Appraisal Types as per Public Service Commission Regulations and KPS Enterprise		
3.2	Define Appraisal periods as per the Public Service Commission Regulations and KPS Enterprise		
3.3	Define skills & initiate review and rating by an employee and manager to evaluate		
3.4	Generate individual self-appraisal form		
3.5	Capture Performance Management the PSC PAS template (ability to define position objectives, KPIs, weighing performance categorization, performance targets, ratings and calculating salary increments as per different criteria set		
3.6	Link to Personnel Management		
3.7	Link to Promotion and Rewards Policy		
3.8	Link to Training and Development		
4.0	**Training and Development Management**		
4.1	Training needs analysis linked to performance management / competency assessment		
4.2	Types of training (local or overseas)		
4.3	Establish Training Costs		
4.4	Ability to create and populate records of accredited Training Institutions		
4.5	Different types of courses-Internal or External that are required or offered		
4.6	Skills Inventory		

4.7	Ability to issue alerts on scheduled trainings		
4.8	Staff trained with the course and cost		
4.9	Actual individual costs on training		
5.0	**Discipline Management**		
5.1	Detailed HR policies, standards and disciplinary actions as per HR Policy and Standing Orders		
5.2	Verdict of disciplinary case (dismissal, suspension, interdiction, surcharge, warning letter, show cause letter), salary stoppage, reinstatement, appeals and staff lodging grievances)		
6.0	**Employee Self Service Management**		
6.1	Display personal information (Personal / Payroll / Force Number, name, address, beneficiaries, etc)		
6.2	Generate request forms (forms for leave i.e. Annual, Paternal, Study, Sick leave, updating of personal information, etc)		
6.3	Make leave enquiries and submit leave applications		
6.4	Enroll for training and check training schedules		
7.0	**Reporting**		
7.1	A flexible-user definable reporting facility - for statutory reporting		
7.2	Ability to export reports into formats such as Excel, Word, PDF and any other relevant format		
7.3	Ability to generate multiple statistical reports for all positions & jobs within the organization		
7.4	The system MUST produce the following reports: Organizational structure reporting by Directorate, the Fund e.g. Industries or Farms, Section, Station, Budget & Actual Head Count Comparison		

EDRMS MODULE

No	EDRMS Requirements	(FS,PS,CR,NS)	Remarks
	Document Management System		
1.	The System shall support content repository that manages electronic content, including images, PDF files, application documents, e-mail, audio, video, rich media and links to web content, offering a full life cycle management that begins with process driven access and follows through to document		

	migration and rule-based document purging.		
	Document Scanning solution Features		
2.	Should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management solution should be from same OEM so as to provide an integrated solution right from capture to archival of documents		
2.0	The scanning solution should have the capability to capture the document through mobile devices.		
2.1	The mobile based document capture application and scanning solution should be from the same OEM.		
2.2	The mobile capture should support image compression, B/w conversion from color images, G4 compression for B&W, JPEG for color and gray scale, multiple page document capture, auto cropping, auto orientation, perspective correction, noise removal and geo capture		
2.3	The solution must support the scanner attached to give output in multiple formats including but not limited to following formats: • OCR (optical character reader) documents Images - .tiff, jpeg, gif, PDF etc.		
2.4	Should have a well-defined capture module for support of document processing, validation, index building, and image enhancements.		
2.5	Should be able to support the capture of digital records of at least the following formats: • Windows office documents (Word, excel, powerpoint etc) • Emails and attachments • OCR documents • Images - .tiff, jpeg, gif, PDF etc		
2.6	The proposed solution should provide for automatic correction of parameters like format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning. The scanning solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of overall scanning solution which can be used to audit scanned documents for resolution, format/ compression, orientation etc.		
2.7	Support all the special image enhancement functionality offered by any scanner through the driver interface.		
2.8	Solution shall support Bulk Import of image and electronic documents		
2.9	Should have capability of automatic segregation of documents/records based on Barcode, Blank page, Fixed page and auto Form recognition		
2.10	Provide Image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning etc and other imaging features like compression and extraction etc.		

2.11	The software solution should include the Rubber band feature for the extraction of the data using OCR technology so that user can mark a zone on image at runtime during scanning stage & map the extracted data with the indexing field.		
2.12	The proposed scanning system must have the following standard imaging features? • Auto crop • Image rotation • Colour dropout • Speckle removal • Blank page deletion • Duplex camera imaging • Page insertion / replacement • Optical resolution of 200 – 300 DPI Mechanical document detection & de- skew		
3	**Architecture & Scalability**		
3.0	Solution should have been built using server side current technologies.		
3.1	Solution should be multi-tier, web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server with support for clustering (3-Tier Application (Web – Client, Application Server, Database Server)		
3.2	The system should store only index information in database while images should be stored in separate file server.		
3.3	Solution should be compliant to ODMA, WebDav open source standards.		
3.4	Solution should have been built using server side java and J2EE technologies.		
3.5	Solution should be compliant to CMIS, ODMA, WebDav open standards		
3.6	The system should support multi-tenant architecture. ICTA should be able to on-board unlimited number of agencies into the EDMS shared service while defining services for each agency.		
4	**Archival of Electronic documents**		
4.0	The System shall support categorization of documents in folders-subfolders. There should not be any limit on the number of folder and levels of sub folder. The system shall support multiple databases i.e. MS SQL, Oracle and PostgreSQL.It should be based on an Enterprise DBMS		
4.1	The System shall provide facility to link cross-related documents like Application form and Field report, Grievance and reply sent etc.		
4.2	The system shall provide search facility to in the same interface, so that users are able to search the documents to be linked		
4.3	The system shall support versioning of documents with facility to write version comments		
4.4	The system shall allow Locking of documents for editing and importing it back into the system through check- in/Check-out features		
4.5	Repository should be format agnostic.		
4.6	System should support configuration of verification processes for different business types. It should be able to handle multi-user		

	environment for processing files related to different business types. While processing a file, all the data and images for each transaction should be displayed to processing users and processing users should be allowed to accept, reject or send the files for review		
4.7	The system should provide for definition of custom file plan in relation to content archiving and custom definition of retention and disposition rules post-archiving		
4.8	Archival Repository should be format agnostic.		
4.9	System should be able to retrieve archived documents on need-by-need basis		
4.10	The system should define document / Record retrieval business process / rules for post archiving		
4.11	Document View		
4.12	The System shall support in-built Applet for viewing Image documents- No third party viewers should be there for viewing of scanned images.		
4.13	Even for multi page document. The download and view should be page by page. System should include mobile app for accessing documents.		
4.14	The system shall facilitate zoom-in/zoom-out, zoom percentage and Zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc.		
4.15	Support archival & view of PDF/A format documents (open ISO standard for long term archival of documents)		
4.16	Document view shall have the provision to draw a line, insert arrows etc over image document.		
4.17	The system should support viewing, annotation and rendering of PDF/A documents in inbuilt viewer.		
4.18	Document view shall have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.		
4.19	The system shall provide facility of putting text, graphic and image annotations on scanned document pages.		
4.20	The system should have mobile application for retrieval and archiving of documents		
4.21	The System shall support for viewing documents in native application the user is logged in to (Web interface, Desktop Application, mobile application)		
4.22	The System should ship with in-built feature for viewing Image documents - No third-party viewers should be imposed on ICTA		
4.23	The system should enable page by page view for downloaded multi-page documents.		
5	**Annotations**		
5.0	The Image applet shall support Comprehensive		

	annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.		
5.1	The system shall support automatic stamping of annotations with user name, date and time of putting annotations.		
5.2	The system shall provide facility for securing annotations for selective users.		
5.3	**The system shall store annotations as separate file and at no time, the original image shall be changed. The system shall provide facility of taking print outs with or without annotations Indexing**		
5.4	The System shall provide facility to index folders, files and documents on user-defined indexes like department, ministry, file number, year etc.		
5.5	The system shall facilitate manual and automatic indexing using OCR functionality or from other applications		
5.6	The System shall support Automatic full text indexing for Text search.		
5.7	The system should support "Post-it" notes, Stamps, Highlights, Sketching, Block Creation, Circle, Pictures, Line Drawing, Arrows, Text Boxes, Redaction to block the viewing of certain information on the document to certain users, Independently securable		
6	**Search and Retrieval**		
6.0	The system shall provide extensive search facility to retrieve documents or Folders/Files		
6.1	The system shall support saving of search queries and search results		
6.2	The system shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.		
7	**Records management system**		
7.0	The system should be certified to Record Management standard like DoD 5015.02 or equivalent standard.		
7.1	Solution should include Records Management component to comply with regulatory and legal policies for long-term archival of content.		
7.2	Solution should manage lifecycle of documents through record retention, storage, retrieval and destruction policies.		
7.3	Solution should support managing and tracking of physical location of documents		
7.4	Solution should have facility to export / import electronic record with metadata in XML format		
7.5	Solution should provide the configurable capability of record classification as per the record keeping structure (File Plan) of department.		
7.6	Solution should have a provision to define physical location of record management facility		
7.7	Solution should have a facility to define disposition schedule / policies for record		

7.8	Solution should provide the capability for only authorized individuals to view, create, edit, and delete disposition schedule components of record categories. The complete schedules would be as per the organizational policies.		
7.9	Solution should have a provision to move & track a record among users within office/across locations		
7.10	When record is moved out of the facility, system should have a capability to capture the transport / courier detail		
8	**Report generating engine/tool**		
8.0	The system should have a report generating engine/tool to be used to produce adhoc reports as and when required. Solution should provide report on the Records in the selected file plan component such as • number of records present, number of record folder, Record creation date, etc • Report on activities of the selected user • Report on the Request/Return activities • Report on overdue items • Report on items borrowed Reports on records, whose retention period are getting over in specified time Reports on disposition schedule		
8.1	The system shall support extensive reporting facility at document, folder and user level. Please specify all inbuilt reports available in the system and also provide effort estimates for new Custom reports to be designed		
9	**Document Sizes/Thickness and Weight**		
9.0	scanning system must be able to handle different document sizes Minimum: 64mm X 89mm (2.5in X 3.5in) Maximum: 297mm X 432mm (11.7in X 17in)		
9.1	The scanning system must handle different paper thickness & weight • Standard feeder 45 g/m2 to 200 g/m2; • Asian paper (rice paper) to card stock		
10	**File Format Outputs**		
10.0	The proposed scanning system should support the following • JPEG (color/gray scale images); TIFF (black and white images); JPEG 2000 • single and multi-page TIFF, JPEG & PDF		
11	**Resolution**		
11.0	The proposed scanning system should support the following • Optical: 300 DPI Output: Black and White/Color/Gray scale:100 to 600 dpi; Scaling range of 1/2x to 2x from optical camera dpi.		
12	**Indexing**		
12.0	scanning system must have capability of reading barcodes from raw documents (hardware barcode reader) for higher recognition ratios?		
12.1	scanning system must have the ability to auto index at both folder, subfolder and document levels		
13	**Data capture**		

13.0	Shall capture all the fields on any of the document		
13.1	The captured data must be linked to scanned images/cards and uploaded onto the electronic document management system		
14	**Records and Retention Management System (RMS)**		
14.1	The System shall support Records management		
14.2	functionalities that will be used to help MDAs meet regulatory and legal obligations associated with records and establish retention periods for all information, to reduce risk and cost. The RMS is defined as an automated system whose primary purpose is to manage all the electronic documents and records of any organization throughout their entire lifecycle. The system must be a hybrid system - capable of managing both electronic records as well as physical records (according to the national guidelines for the management of electronic and physical records).		
15	**Document Record Filing module:**		
15.0	• The Document record filling module enable the general users of the system to file the selective documents into the record management system. • The user can decide at the run time which documents are critical and must be send to the Record Management System. It also enables administrator to maintain the security and confidentiality of the critical record stored in the Record Management system and provide a seamless experience to the end user to access the records from the repository.		
16	**Space Management:**		
16.0	• The Solution should have the capabilities to enable warehouse manager to see the status of the warehouse. The Warehouse manager can see the capacity and available space in the warehouse and also assign the incoming files to their respective boxes. This module also enable user to generate barcode based on file, box and rack, using which the user can print the barcode. • Once the file/box reach the appropriate physical location the warehouse worker can scan the barcode and place the file/box in the appropriate location.		
16.1	• The Record Management system will have both physical and electronic records. • These physical copies of the record might be requested by users at any point of time, the system should have the capability to allow users to track the physical file movement for the record stored in the system. The system will allow user to generate unique reference number to track the internal movement of file and also allow user to input unique number for the purpose of tracking if the file is being sent by the 3rd party.		

17	**Data Migration**		
17.0	The e-archive component of the system should be able to import images from external sources in their current form and state, preserving the meta data and the various types of images.		
18	**Document Edit**		
18.0	Document view should have the provision to edit (draw a line, insert arrows) over image document.		
18.1	Document view should have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.		
18.2	The system shall provide facility of putting text, graphic and image annotations on scanned document pages.		
19	**Document Capture & Source**		
19.0	Scan directly into the system 1. Add documents from any folder from any device 2. e.g. PC, Laptop, Cell Phone, IPad, Tablet, etc. 3. Bulk scan and index documents 4. Captures records and digital objects regardless of their format or technical characteristics 5. Captures data and stores all digital objects in their native format. Captures attachments and embedded objects together with electronic messages as either linked records or a single compound record.		
19.1	Should be based on open standards and have API support for data import & export.		
19.2	The System should provide support to invocation of external programs to perform activities of a process like legacy application screen for data entry.		
19.3	The System should support integration based on standards such as XML		
19.4	The System should support message-based collaboration based on protocols such as HTTP, FTP and SMTP		
19.5	**Email:** The System should support integration with Email Servers.		
20	**Process Monitoring and Reporting**		
20.0	The workflow management system should be able to keep track of the work item status, the date/time the jobs are started and ended, the creation and archival date of the documents.		
20.1	The workflow management system should provide graphical and tabular tools to view progress of each individual process		
20.2	System should provide a facility to configure dashboard for individuals for e.g. dashboard for director, dashboard for secretary, dash board for Additional director etc.		
20.3	No code customization should be required to create dashboard, User should be able to configure dashboard without any coding.		
20.4	User should be able to drill down in a report for specific information analysis		

20.5	The workflow management system should support the generation of statistical and management reports like: • Number of pending files • Time taken to complete each task • Process History Report • User Performance Report • Average Process Time Report • Participant Report • Participant Processing Time Report • Process Definition Summary Report • Exception Details Report • Expired Work item Report • Diversion Report		
20.6	The workflow management system should support the generation of performance comparison reports.		
20.7	The workflow management system should support users drill down from a higher-level view of business processes to lower level details.		
20.8	The workflow management system should support statistical reports like total turnaround time and delay report for complete process or specific work stages		
20.9	The workflow management system should support definition of new customized reports based on exposed data points.		
20.10	The workflow management system should also provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface		
21	**License type**		
21.0	**Perpetual.** The licenses should be one off and should not limit the number of users that can be defined in the system. The other MDAs will be onboarded subsequently		
21.1	In the beginning bidder to provide licenses to run 500 users, but scalable in future, licenses must be concurrent.		
22	**HELP DESK**		
22.0	The EDRMS will have a Helpdesk module to manage client's issues and concerns while they are using the system.		
23	**Warranty and support period**		
23.0	2 years		

ICT MODULE

1	**ICT Requirements**	**(FS,PS,CR,NS)**	**REMARKS**
1.	The System should enable creation of tickets by staff and other users e.g.		
2.	The system should allow the administrators to create tickets on-behalf of users – For cases where they cannot open tickets for themselves e.g. no internet connectivity.Orders, Social media integration, FAQs,		

3.	The system should support prioritization of tickets as Critical, High, Medium or Low and creation and sending prompts of notifications in case of service interruption or contacting of third party service contractors in order to deal with the issue.		
4.	The system should be linked with email to enable follow up of status and to give feedback once the system sends a prompt when ticket is closed.		
5.	The system should be able to give a user(s) the history of their tickets.		
6.	The system should enable the administrators to print (export in Excel or CSV format) reports on a monthly, weekly, quarterly or annual on tickets (opened, closed, pending) and the amount of time taken to resolve or close a ticket. The system should also give a chart report of the activities within the ticketing module.		

CHANGE MANAGEMENT MODULE

1	**CHANGE MANAGEMENT Requirements**	**(FS,PS,CR,NS)**	**REMARKS**
1.	The system should have mechanisms for users to communicate concept and proposals		
2.	Linkage to helpdesk to respond to user requests for feedback on concept and proposals		
3.	Prompt Head of ICT and the developers when a request is received and the CEO for approvals.		
4.	Ability to formulate project teams across departments.		
5.	Provide templates – Preliminary report, TOR, Minimum requirements, user requirements/ technical specifications, workplan and budget, system testing reports, logical and physical design (can be uploaded), user manual, training report, system acceptance report, handing over report, and their approvals (that include signing by the Lead developer, Head of ICT and Head of Department/Lead user).		

TRAINING MODULE

1	**TRAINING & KNOWLEDGE TRANSFER**	**(FS,PS,CR,NS)**	**REMARKS**
1.0	The bidder is expected to explicitly state the technical skills of its staff required to successfully implement and sustain the System. Attach CVs and certificate copies		
2	**Methods of Training and Skill Transfer**		

2.0	The bidder is expected to elaborate on their proposed training methods to be used for skills transfer which will ensure that SDCS has enough internal capacity to maintain and use the System.		
3	**Training Curriculum**		
3.0	The bidder is expected to provide the training curriculum to be used to train at least thirty (30) business users on use of the system. These users will then train other end users (Training of Trainers concept) The training curriculum shall adhere to the functional requirements.		
4	**Admin/Technical Training**		
4.0	The bidder is expected to provide the training curriculum to be used to train at least fifteen (15) IT technical users (administrators and support staff)		
5	**Training Evaluation**		
5.0	The bidder is expected to provide a methodology of evaluation of the training, learning and skills transfer.		
6	**Training facility**		
6.0	All trainings must be provided at an accredited center. Bidders shall propose training site and location and this shall agree with the purchaser.		
7	**Training materials**		
7.0	(vii) The Vendor shall develop training materials illustrated in English with screen shots of all user interfaces of the application. The training materials must be designed to also facilitate Training for Trainers approach, and must be developed with a view that they can be used by SDCS staff in conducting future training. The bidder is expected to provide all trainees with training material both soft and hard copies. (viii) The Vendor must maintain and update all documentation for any system changes performed by the Vendor during the contract period and any negotiated extensions at no cost to the client. (ix) The Vendor must agree that SDCS and shall have the right to copy all documents for internal distribution. (x) The Vendor shall propose a method of ensuring efficient document control. The Vendor shall provide the details of a Knowledge Coordination Approach which indicates the specific formats (versions) and procedures for all documentation to be disseminated amongst the client project team. (xi) The Vendor must ensure that a detailed User Guide is provided with the system. Context-sensitive		

	Help screens (help narratives) within the system are also required. (xii) In addition to the full User Guide referenced above, the Vendor will be required to provide a "Quick reference guide", preferably in the form of a small booklet. The objective is to provide a structured, user-friendly, means to help a user perform a task. It is expected that this guide will focus on providing "how-to" essentials of the key everyday functions without the user having to peruse the main document. In order to ensure sustainability, it is expected that within the proposed twelve (24) months of post-implementation, knowledge transfer will be completed and identified ICT officials of the SDCS will be fully trained so that it is able to maintain and operate the system independently without Vendor support.		
8	**Experienced trainers**		
8.0	The bidder should possess experienced trainers to be able to transfer knowledge to Ministry's staff. The successful bidder should provide a detailed Training Schedule for their solution, detailing the training approach and methods, location, and curriculum as well as indicated the cost of training in the price schedule.		

The key features, functions and reporting requirements are detailed below:

Minimum Key Features:

i. Best industry practice for modules in scope functions
ii. System Security
iii. System Administration
iv. Segregation of duties with workflow approval hierarchy
v. Audit trails with drill-down for use by internal and external auditors
vi. Designated Account (DA) Activity Statement
vii. Executive Dashboards - User Display
viii. Payment Instruction List - by various payment types (e.g., Bank Advice, CQs etc)
ix. Transactions pending approval
x. Deductions at source Report (e.g., Goods and Service Tax (GST), Withholding Tax (WHT e.t.c)
xi. Workflow Display

1. Technical Requirements

Notes on preparing the Technical Requirements

The Technical Requirements–in combination with the Implementation Schedule and the supporting System Inventory Tables – state the Supplier's obligations to design, supply and install the Information System and, as such, should be "voiced" to the Supplier (i.e., "The System MUST…" "The Supplier MUST…"). They form the contractual basis for the Procuring Entity-Supplier interactions on technical matters (in combination with refinements introduced through the Supplier's tender, the Project Plan, and any Change Orders).

The Technical Requirements also must include all the technical details that Tenderers will need to prepare realistic, responsive, and competitive tenders (i.e., covering all their obligations under the Contract if so awarded). However, matters addressed to the Tenderer's (i.e., before contract award) generally belong in the Format of the Technical Tender Section 8 of Part 1.

Often Technical Requirements are based on either consultant's project proposals (voiced to the Procuring Entity's management) or tenders from previous procurements (voiced to the Procuring Entity). In both instances, care needs to be taken in converting these materials into Technical Requirements (voiced to the Supplier). Otherwise, substantial ambiguity will be introduced in to the Technical Requirements from, among other things, "aspirational" text suggesting the benefits (to the Procuring Entity) which are often not obligations that the Supplier can deliver on or be held to deliver upon. Tender based language will often include "sales pitches", such as "expandability up to sixteen processors", whereas the Technical Requirements need to be stated as threshold values to be cleared by the Supplier (e.g., "expandability to at least sixteen processors").

Any sustainable procurement technical requirements shall be clearly specified. The sustainable procurement requirements may be specified to enable evaluation of such a requirement on a pass/ fail basis and/orated criterion (point system), as appropriate.

To the greatest extent possible, the Technical Requirements should be expressed in terms of the Procuring Entity's business activities, rather than a technological design. This leaves it up to the market to determine what specific Information Technologies can best satisfy these business needs. This is particularly relevant where the Information System will embody complex business logic in the form of application software.

Even in the case of a relatively straight-forward Information System, where the business need scan be clearly linked to technological and methodological requirements known in advance of any tendering, the requirements must still be vendor-neutral and admit the widest possible range of technical responses.

Accordingly, references to brand names, catalog numbers, or other details that limit the source of any item or component to a specific manufacturer should be avoided. Where such references are unavoidable, the words "or substantially equivalent" should be added to permit Tenderers to tender equivalent or superior technologies. (The Procuring Entity will need to be ready to indicate how this equivalence will be assessed.) Only in the most exceptional circumstances may Tenderers be required to offer brand-name items and the equivalency clause be omitted. Such brand-name components are the absolute fewest possible and each component has been explicitly identified in the Tender Data Sheet for ITT 16.3.

Similarly, where national standards or codes of practice are specified, the Procuring Entity should include a statement that other national or international standards "that are substantially equivalent" will also be acceptable.

To help ensure comparable tenders and ease Contract execution, the Procuring Entity's requirements must be stated as clearly as possible, with minimum room for differing interpretations. Thus, wherever possible, technical requirements should include definitive characteristics and quantifiable measures. If technical characteristics in a specific range, or above or below specific thresholds, are required, then these should be clearly specified. For example, the expandability of a server should be stated as "no less than four processors." Technical specifications that state only "four processors" create un necessary uncertainty for Tenderers regarding whether or not, for example, a server that could be expanded up to six process or boards would be technically responsive.

Quantitative technical specifications must, however, be employed with care. They can dictate technical architectures and, thus, be unnecessarily restrictive. For example, a quantitative requirement for the minimum width of the data path in a processor may be unnecessarily restrictive. Instead, a specification of a required level of standard performance benchmark test is more appropriate, allowing different technical approaches to achieving the Procuring Entity's functional and performance objectives. In general, the Procuring Entity should try to use widely accepted direct measures of performance and functionality whenever possible and carefully review specifications for those that might dictate technical architectures.

It is important that the Technical Requirements clearly identify which are mandatory features (for which a tender's nonconformance might require rejection for non-responsiveness) and which are preferable features that can be included or excluded from a tender at the Tenderer's option. To enhance the clarity of the specifications, Procuring Entities are advised to use the word "MUST" (in bold capitals) in sentences describing mandatory requirements. A clear requirement numbering scheme is also essential.

The following presents a sample outline format for the Technical Requirements Section. This can and should be adapted to meet the Procuring Entity's needs for the specific Information System to be procured.

A. Acronyms Used in the Technical Requirements

i) Acronym Table

Note: Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for

example, by extending the following table.

	Term	Explanation
	Bps	bits per second
	Cps	characters per second
	DBMS	Database Management System
	DOS	Disk Operating System
	Dpi	dots per inch
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	Gigabyte
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	International Standards Organization
	KB	Kilobyte
	kVA	Kilovolt ampere
	LAN	Local area network
	Lpi	lines per inch
	Lpm	lines per minute
	MB	Megabyte
	MTBF	Mean time between failures
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PCL	Printer Command Language
	Ppm	pages per minute
	PS	PostScript -- Adobe page description language
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN

B. Functional, Architectural and Performance Requirements

i) Legal and Regulatory Requirements to be met by the Information System

1.1 The Information System MUST comply with the following laws and regulations:

1) *[as appropriate, summarize:* ***each relevant legal code and regulations that govern the business processes and procedures that will be automated with the Information System****;]*

2) **Note**: If appropriate, prepare a sub section with the relevant legal codes and regulations to be included in the Background and Informational Materials and reference these materials.

ii) Business Function Requirements to be met by the Information System

2.1 The Information System MUST support the following business functions

1) *[describe, at the appropriate level of detail for the Information System being supplied and installed:* ***each specific business processes and procedures that will be automated by the Information System****.]*

2) ***Note:*** *These business process descriptions may be textual as well as presented in a formal system analysis formats (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)*

As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

iii) Architectural Requirements to be met by the Information System

(3.1) The Information System MUST be supplied and configured to implement the following architecture.

1) Software Architecture: *[specify:* ***features (use diagrams as appropriate)****]*.

2) Hardware Architecture: *[specify:* ***features (use diagrams as appropriate)****]*.

iv) Systems Administration and Management Functions Required to be met by the Information System

1) The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

2) Installation, Configuration and Change Management: *[specify:* ***features****]*.

3) Operational Monitoring, Diagnostics, and Troubleshooting: *[specify:* ***features****]*.

4) User Administration and Access Control; User and Usage Monitoring and Audit Trails: [*specify:* ***features****]*

5) System and Information Security and Security Policies: [*specify:* ***features****]*

6) Back-up and Disaster- Recovery: [*specify:* ***features****]*

v) Performance Requirements of the Information System

5.1 The Information System MUST reach the following performance levels.

1) *[describe, at the appropriate level of detail for the particular Information System being supplied and installed:* ***each relevant throughput and/or response times for specific business processes and procedures automated by the System****; also describe: in business process terms,* ***the relevant conditions under which the System must achieve these performance standards*** *(e.g., the number of concurrent users, type of transactions, type and quantity of business data that the System must process in achieving these performance standards, etc.)]*

2) *Note: Whenever feasible, business functions should be stated and used as the basis for performance specifications. Relying solely on technological requirements can in advertently restrict competition.*

C. Service Specifications– Supply& Install Items

i) System Analysis, Design and Customization/ Development

(1) The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/ development methodology with the following key activities and design deliverables.

2) *Detailed Analysis: [for example, specify:* ***System Design Document; System Requirements Specification; Interface Requirements Specification); Software/System Test Descriptions; Software/ System Test Plan****, etc.]*

3) *Physical Design:* [*for example, specify:* ***Software Design Description; Interface Design Document;***

***Data base Design Document**; etc.]*

4) *Integrated System: [for example, specify: **User's Manual; Operations Manual; Source Code; CASE Files;** etc**.]***

ii) Software Customization/ Development

(1) The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and/ or with the following technologies and/ or tools.

2)*[for example, describe: **Software Development Method** (e.g., Cascade, Rapid Application Development; **and/ or Open Standards** (e.g., Java, XML, etc.); **and/ or CASE tools**, etc.]*

iii) System Integration (to other existing systems)

1) The Supplier MUST perform the following Integration Services *[for example, describe:* **existing information systems** *(as appropriate, reference the relevant subsection of the Background and Informational Materials Section containing any detailed description of existing systems); and specify: **technical and functional level of integration with the Information System**.]*

(iv) Training and Training Materials

(4.1) The Supplier MUST provide the following Training Services and Materials.

1) User: *[for example, specify: **minimum curricula, modes of training, modes of testing, and training materials for: the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System;** as appropriate, reference the relevant subsection in the Background and Informational Material Section containing any detailed information regarding the available training facilities; etc.]*

2) Technical: *[for example, specify: **minimum curricula, modes of training, modes of testing (e.g., certification levels), training materials and training locations for: the key technology and methodology components of the Information System**; etc.]*

3) Management: *[for example, specify: **minimum curricula, modes of training, modes of testing, training materials and training locations for: the familiarization with the functionality, technology and methodology components of the Information System, corporate management of information systems**; etc.]*

v) Data Conversion and Migration

1) The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services: [*for example, specify: **volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods**; etc.]*

vi) Documentation Requirements

(6.1) The Supplier MUST prepare and provide the following Documentation.

1) End-User Documents: [*for example, specify: **type(s) of end-user documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods**; etc.]*

2) Technical Documents: *[for example, specify: **type(s) of technical documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods**; etc.]*

vii) Requirements of the Supplier's Technical Team

(7.1) The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

1) Project Team Leader: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in,** etc.]*

*2) [specify: **Business Area**]* Expert: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in,** etc.]*

3) System Analyst: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

4) Database Expert: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

5) Programming Expert: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

6) System Administration / Security Expert: *[for example, specify:* ***education/ certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

7) Computer Hardware Expert: *[for example, specify:* ***education/ certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

8) Network and Communications Expert: *[for example, specify:* ***education/ certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

9) Training Expert: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

10) Documentation Specialist: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

11) …

D. Technology Specifications– Supply& Install Items

(i) General Technical Requirements

1) Language Support: All information technologies must provide support for the *[insert:* ***either national or business language(s) of the end-user(s)****]*. Specifically, all display technologies and software must support the ISO *[insert:* ***character set number****]* character set and perform sorting according to *[insert:* ***appropriate standard method****]*.

2) Electrical Power: All active (powered) equipment must operate on *[specify:* ***voltage range and frequency range****, e.g., 220v +/- 20v, 50Hz +/- 2Hz]*. All active equipment must include power plugs standard in *[insert: Procuring Entity's Country]*.

3) Environmental: Unless otherwise specified, all equipment must operate in environments of *[specify,* ***temperature, humidity, and dust conditions****, e.g., 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust]*.

(4) Safety:

4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than *[insert:* ***maximum number****, e.g.,55]* decibels.

4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting *[insert:* ***emission standard****, e.g., USFCC class B or END 55022 and END 50082-1],* or equivalent, emission standards.

ii) Computing Hardware Specifications

2.1 Processing Unit Type 1: *[specify:* ***name of processing unit and technical function*** *(e.g., Central Database Server)]:*

1) Processing unit performance: As configured for the tender, the processing unit MUST, at a minimum,

a) Achieve *[specify:* ***standard benchmark test or tests and minimum performance levels****, for example, "SPECCPU 2006 rating"]*

(Or, for PCs)

Achieve a minimum performance equal to a score of *[specify:* ***score****]* under the benchmark *[specify:* ***benchmark****, for example "Sylmar 2007 Rating"]*

b) Provide input-output performance, as follows *[specify:* ***minimum input-output performance levels*** *(e.g., data bus transfer rates; standard peripheral inter faces; minimum number of con current terminal sessions, etc.)]*

(2) Processor expandability: *[for example, specify:* ***minimum acceptable number of processors****;* ***minimum acceptable levels of performance****;* ***minimum acceptable degree of expandability for processors/ performance****,* ***relative to tender configuration****;* ***minimum acceptable number of internal Sub system expansions lots****; etc.,]*

(3) Process or memory and other storage: *[for example, specify:* ***main memory; cache memory; disk storage; tape storage; optical drives****; etc.]*

Note: If the upgrade requirements over the next few years for processing power, memory, etc., are reasonably well known at the time the tendering documents are to be issued, the Procuring Entity may wish to incorporate these requirements in the Recurrent Cost Table and possibly include them in the Contract Price. This will subject them to competition and provide away contractually to control future price increases. This approach reserves for the Procuring Entity the option of including upgrades in the Contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final Contract.

(4) Processing unit fault tolerance: *[for example, specify:* ***error checking; failure detection, prediction, reporting, and management; redundant power supplies and other modules; "hot-swappable modules****"; etc.]*

(5) Processing unit management features: *[for example, specify:* ***features and supported standards; local and remote management****; etc.]*

(6) Processing unit input and output devices: *[for example, specify:* ***network interfaces and controllers; display; keyboard; mouse; bar-code, smart-card, and identification-card readers; modems; audio and video interfaces and devices****; etc.]*

(7) Other processing unit features: *[for example, specify:* ***power-saving features; battery life for portable equipment****; etc.]*

2.2 Processing Unit Type 2: *[specify:* ***name of processing unit and technical function*** *(e.g., General Purpose Work station)]:*

3.1.2.1 …

ii) Network and Communications Specifications

3.1 Local Area Network:

1) Equipment and software: *[for example, specify: as appropriate, for each type of equipment and software:* ***protocols supported; performance levels; expandability, fault tolerance, administration, management and security features****; etc.]*

2) Cabling: *[for example, specify:* ***cable type(s); topology(ies); cable protectors, channels and other installation standards (e.g., ANSI / EIA / TIA 598); cable labeling schemes, references to premises drawings****; etc.]*

3.2 Wide-Area Network:

3) Equipment and software: *[for example, specify:* ***protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features****; etc.]*

4) Telecommunications Services: *[for example, specify:* ***media; capacity; protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features****; etc.]*

3.2 Other Communications Equipment: *[for example, specify:* ***modems; facsimile devices; modem and facsimile servers****, etc.]*

3.3 Video Conferencing/ Congress Equipment:

3.5. …

iii) Ancillary Hardware Specifications

1) Shared Data Storage Devices: *[specify:* ***disk; tape; optical storage devices, including capacities, interfaces, hardware-based administration/ diagnostics/ fail over****, etc.]:*

2) Shared Output and Input Devices:

General Requirements: Unless otherwise specified, all shared output and input devices must be capable of handling A4 standard sized paper.

Printers: *[for example, specify:* ***high-speed, high-quality printer; standard-speed, high-quality printer; high-speed, large-format (A3) printer; color, high-quality printer, video and output devices****; etc.]*

Scanners: *[for example, specify:* ***scanner resolution; paper-/ film-handling features; speed****; etc.]*

3) Power Conditioning Devices:

3.1 Uninterruptable Power Supplies: *[for example, specify:* ***output power delivery and duration capacity, power filtering capacity, battery features, interfaces, device management diagnostics and fail over features****, etc.]*

4) Specialized Furnishing/ Equipment:

4.1 Equipment Cabinets/ Racks: *[for example, specify:* ***size, capacity, physical access and access control, ventilation and environmental control features****, etc.]*

4.2 Environment Control Equipment: *[for example, specify:* ***air conditioning units; humidity control equipment; etc****.]*

4.3 Physical Access Control Equipment: *[for example, specify:* ***door entry controls; intrusion detection; video surveillance****, etc.]*

4.4 Logical Access Control Equipment: *[for example, specify:* ***secure identity tokens; token readers****, etc.]*

iv) Standard Software Specifications

5 System Software and System - Management Utilities:

1) Processing unit type 1: *[for example, specify:* ***operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools****; etc.]*

2) Processing unit type 2: *[for example, specify:* ***operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools****; etc.]*

3) Etc...

5.1 Networking and Communications Software: *[for example, specify:* ***protocols, media and equipment to be supported; network services, management and administration features; security and failure management features****; etc.]*

5.2 General-Purpose Software: *[for example, specify:* ***Office Automation Software; programming tools and libraries****; etc.]*

5.3 Database Software and Development Tools: *[for example, specify:* ***database and database management feature; development tools and environments****; etc.]*

5.4 Business Application Software: [*for example, specify:* ***specific business functions to be supported in native code; application management feature; customization options and tools****; etc.]*

v) Consumables

6.1 Printer Ink/ Toner–PrinterType1:

vi) Other Non-IT Goods

6.2 Work station Desks:

6.3 Photocopiers:

6.4 Specialized Mechanical Systems–Data center *[for example, specify:* ***raised floor system, electrical distribution subsystem****, etc.]*

E. Testing and Quality Assurance Requirements

(i) Inspections

1.1 Factory Inspections: [*if* any, *specify:* ***the items, criteria, and methods to be employed by the Procuring Entity, or its agent, during factory inspections of the Information Technologies and other Goods prior to their shipment to the site(s)****.]*

1.2 Inspections following delivery: [*if any, specify:* ***the items, criteria, and methods to be employed by the Procuring Entity, or its agent, upon delivery and unpacking of the Information Technologies and other Goods to the Site(s)****.]*

ii) Pre-commissioning Tests

2.1 In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Procuring Entity) must perform the following tests on the System and its Sub systems before Installation will be deemed to have occurred and the Procuring Entity will issue the Installation Certificate (s) (pursuant to GCC Clause 26 and related SCC clauses).

2.2 [specify: Sub system1(as defined in the Site Table[s] attached to the Implementation Schedule) specify: ***tests, test conditions, success criteria****, etc.]*

*2.3 [specify: Sub system2(as defined in the Site Table{s}) specify: **tests, test conditions, success criteria**, etc.]*

2.4 the Entire System: Pre-commissioning Tests for the entire System are: *[specify: **tests, test conditions, success criteria**, etc.]*

iii) Operational Acceptance Tests

3.1 Pursuant to GCC Clause27 and related SCC clauses, the Procuring Entity (with the assistance of the Supplier) willperformthefollowingtestsontheSystemanditsSubsystemsfollowingInstallati on to determine whether the System and the Sub systems meet all the requirements mandated for Operational Acceptance.

*3.2 [specify: Subsystem 1 (as defined in the Implementation Schedule) specify: **tests, test conditions, success criteria**, etc.]*

*3.3 [specify: Subsystem 2 (as defined in the Implementation Schedule) specify: **tests, test conditions, success criteria**, etc.]*

3.4 the Entire System: Pre-commissioning Tests for the entire System are: *[specify: **tests, test conditions, success criteria**, etc.]*

Note: The complexity of the Operational Acceptance Testing needed will vary in accordance with the complexity of the System being procured. For simpler Information Systems Operational Acceptance Testing may simply consist of requiring a specified period of trouble-free System or Sub system operation under normal operating conditions. For more complex Systems, Operational Acceptance testing will require extensive, clearly defined tests under either production or mock-production conditions.

F. Service Specifications–Recurrent Cost Items

i) Warranty Defect Repair

1.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

1) Warranty Defect Repair Service: *[for example, specify: **coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse**; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

2) ...

ii) Technical Support

2.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

1) User support / hot line: *[for example, specify: **coverage period; response time and problem resolution performance standards;** etc.]*

2) Technical Assistance: *[for example, specify: **categories of technical staff required; anticipated tasks and objectives; response-time performance standards**; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

3) Post-Warranty Maintenance Services: *[for example, specify: **coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse**; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

4) ....

iii) Requirements of the Supplier's Technical Team

3.1 The Supplier MUST provide a technical team to cover the Procuring Entity's anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

1) System Analyst: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

2) Database Expert: [*for example, specify: **education/certifications, years' experience in, demonstrated successful experience in,** etc.]*

3) Programming Expert: [*for example, specify: **education/certifications, years' experience in,***

demonstrated successful experience in, *etc.].*

4) …

Note: The Technical Assistance Team specification may be used to develop tender prices for technical support Recurrent Costs. These may be included in the main Contract or be subject to separate contracts. In either regard, to obtain meaningful and comparable tender prices, the Procuring Entity will need to specify the roles of the technical support team members in this section and indicate the quantities of the corresponding inputs in the Systems Inventory Tables for Recurrent Cost items.

G. Implementation Schedule

Notes on preparing the Implementation Schedule *the Implementation Schedule summarize when and where Installation, and Operational Acceptance should take place for all Sub systems and/ or major components of the System, and for the overall System it self–as well as any other major Contract milestones.*

Note: *The delivery date is not presented in the Implementation Schedule. Under Incoterms 2010 for CIP, Delivery refers to the date when the Supplier delivers the goods to the first carrier at the port of embarkation, not to the arrival of the goods at the destination site. Delivery (shipment) date therefore varies according to the country of origin of the goods and the Supplier's chosen method of transport.*

The target dates need to be realistic and achievable in light of the capacity of both the average Supplier and the Procuring Entity to carry out their respective contract obligations. Also, the Procuring Entity must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the tendering document, especially in the GCC/SCC (e.g., and/ or times specified for the submission and acceptance of the Agreed Project Plan). The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the Contract - but not so detailed that it unnecessarily constrains tenderers from organizing the proposed work in the most efficient and effective manner.

To facilitate the tendering and the contract management processes, the Implementation Schedule, the System Inventory Tables and Price Schedules should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Sub system, as well as the quantities of each item required (for the supply and install cost items as well as their current cost items). For each System Inventory Table there should be a corresponding Price Schedule that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the changes of obtaining complete and comparable tenders (and ease the tender evaluation process) as well as improving the likelihood that the Procuring Entity's and Supplier's interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the Information System).
The sample tables comprise:

a) An Implementation Schedule Table;
b) A Site Table(s); and
c) A Table of Holidays and other Non-Working Days.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text in the tables is illustrative only and should be modified or deleted as appropriate. The timings stated in the Implementation Schedule should be specified in weeks from Contract Effectiveness. This will ease the maintenance of the tendering documents during the preparation and tendering processes.

Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages maybe applied in the event of implementation delays arising from the actions of the Supplier (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the Procuring Entity to ensure contract discipline by the Supplier- but not so many that they unnecessarily strain the Procuring Entity-Supplier relationship upon which the successful implementation of the Information System will invariably depend.

The Site Table(s) catalog the physic allocation of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of a number of branch offices in remote regions, different departments or offices in the same city, or a combination of these. The Procuring Entity must specify this information in sufficient detail so that Tenderers can accurately estimate costs related to:

a) Delivery and insurance;
b) Installation, including cabling and inter-building communications, etc.

c) *Perform support services, such as warranty defect repair, maintenance, and other technical support services; and*
d) *Other related Service obligations the successful Tenderer will have to perform under the Contract, including related travel and subsistence costs.*

This information will also help Tenderers identify which site(s) may warrant a site visit during the period they are preparing their tenders. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.

i) Implementation Schedule Table

*[Specify **desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.**]*

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Tenderer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan	- -	- -		- -	W_	no
1	Subsystem 1	1	___		- -	- -	- -
:	etc.						
x	Operational Acceptance of the System as an integrated whole	- -	all sites		- -	W__	yes
y	Recurrent Cost Items – Warranty Period	y	- -				

Note: The System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.
- - indicates not applicable. “Indicates repetition of table entry above.

II). SITE TABLE(S)

[Specify: ***the detailed information regarding the site(s) at which the System is to be operated****]*

Site Code	**Site**	**City / Town / Region**	**Primary Street Address**	**Drawing Reference No. (if any)**
HQ	Headquarters			
R1	Region 1			
R1.1	Region 1 Head Office			
R1.2	ABC Branch Office			
R1.3	DEF Branch Office			

III) TABLE OF HOLIDAYS AND OTHER NON – WORKING DAYS

[Specify: ***the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).****]*

Month	**20xy**	**20xy+1**	**20xy+2**	**....**			**...**	**20zz**
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

H. System Inventory Tables

Notes on preparing the System Inventory Tables

The System Inventory Tables detail:

a) for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;

b) the quantities of such Information Technologies, Materials, and other Goods and Services;

c) the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)

d) the cross references to the relevant section of the Technical Requirements where that item is described in greater detail.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the Procuring Entity to obtain price information about items that are needed during the Warranty Period.

A. System Inventory Table (Supply and Installation Cost ITEMS) [*insert: identifying NUMBER]*

Line-item number: [*specify: **relevant line-item number from the Implementation Schedule (e.g., 1.1)]***
*[as necessary for the supply and installation of the System, specify: **the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed.** Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration.]*

Component No.	**Component**	**Relevant Technical Specifications No.**	**Additional Site Information (e.g., building, floor, department, etc.)**	**Quantity**
1.	Subsystem 1		- -	- -
1.1	_____			- -
:				
2.	Subsystem 2			- -
2.1	_____			- -
:				

Note: - - indicates not applicable. “indicates repetition of table entry above.

B. SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) [*INSERT: **IDENTIFYING NUMBER**]–*

Line-item number: *[specify: **relevant line-item number from the Implementation Schedule (e.g., y.1)**]*

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
1.	Warranty Defect Repair		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
2.	Software/Firmware Licenses and Updates:		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		----days	----days	----days
3.2	Sr. Programmer		----days	----days	----days
3.3	Sr. Network Specialist, …. etc.		----days	----days	----days
	…				

Note: - indicates not applicable. “indicates repetition of table entry above.

2. Background and Informational Materials

Notes on Background and Informational Materials

This section of the tendering document provides a place to gather materials that the Procuring Entity believes will help Tenderers prepare more precisely targeted technical tenders and more precise tender prices.

These materials MUST NOT introduce requirements for the Information System. Rather they should assist Tenderers to interpret the Technical Requirements and the General and Specific Conditions of Contract. For example, these Background and Informational Materials may describe existing information systems that the Information System to be supplied and installed under the Contract must integrate with. However, the specific requirement that the Supplier must integrate the Information System with other systems needs to be stated in the Technical Requirements. Similarly, these Background and Informational Materials may describe the legal and regulatory norms (including for example statutory report formats) that are relevant to the Information System. The Technical Requirements Section would need to spell out that the Supplier must ensure the Information System complies with the relevant legal and regulatory norms.

Background and Informational Materials

Note: The following is only a sample outline. Entries should be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. DO NOT introduce requirements for the System in this section.

A. BACKGROUND

1 The Procuring Entity

1.1 [provide: an overview of the Agency's legal basis, organizational role, and core objectives]

1.2 [provide: an overview of the stakeholders to the Information System

1.3 [provide: an overview of the Procuring Entity's project management and decision-making arrangements applicable to the System and performance of the Contract]

2 The Procuring Entity's Business Objectives for the Information System

2.1 [provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System]

2.2 [provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System]

2.3 [provide: a brief description of the expected benefits of the System]

B. INFORMATIONAL MATERIALS

3 The Legal, Regulatory, and Normative Context for the Information System

3.1 [provide: an overview of the laws, regulations and other formal norm which will shape the Information System.]

3.2 [provide: samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement.]

4 Existing Information Systems/ Information Technologies Relevant to the Information System

4.1 [provide: an overview of the existing information systems and information technologies which will establish the technological context for the implementation of the Information System.]

4.2 [provide: an overview of the ongoing or planned information systems initiatives that will shape context for the implementation of the Information System.]

5 Available Training Facilities to Support the Implementation of the Information System

5.1 [provide: an overview of the Procuring Entity's existing training facilities that would be available to support the implementation of the Information System.]

6 Site Drawings and Site Survey Information Relevant to the Information System

6.1 [provide: information of the sites at which the Information System would be implemented.]

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI - General Conditions of ContractC

General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

a) Contract Elements

i) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

ii) "Contract Documents" means the documents specified in Article1.1(Contract Documents) of the Contract Agreement (including any amendments to these Documents).

iii) "Contract Agreement" means the agreement entered into between the Procuring Entity and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the tender documents and any modifications to this form agreed to by the Procuring Entity and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

iv) "GCC" means the General Conditions of Contract.

v) "SCC" means the Special Conditions of Contract.

vi) "Technical Requirements" means the Technical Requirements in Section VII of the tendering documents.

vii) "Implementation Schedule" means the Implementation Schedule in Section VII of the tendering documents.

viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

ix) "Procurement Regulations" refers to the Regulations issued under the Public Procurement and Asset Disposal Act (2015).

x) "tendering documents" refers to the collection of documents issued by the Procuring Entity to instruct and inform potential suppliers of the processes for tendering, selection of the winning tender, and Contract formation, as well as the contractual conditions governing the relationship between the Procuring Entity and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the tendering documents reflect the Procurement Regulations that the Procuring Entity is obligated to follow during procurement and administration of this Contract.

b) Entities

i) "Procuring Entity" means the entity purchasing the Information System, as **specified in the SCC.**

ii) "Project Manager" means the person **named as such in the SCC** or otherwise appointed by the Procuring Entity in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Procuring Entity.

iii) "Supplier" means the firm or Joint Venture whose tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Procuring Entity in the manner provided in GCC Clause18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

v) "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is sub contracted directly or indirectly by the Supplier.

vi) "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Procuring Entity and the Supplier to make a decision on or to settle any

Dispute between the Procuring Entity and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

c) Scope

i) "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

ii) "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.

iii) "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.

iv) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.

v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.

vi) "The Project Plan" means the document to be developed by the Supplier and approved by the Procuring Entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's tender. The "Agreed Project Plan" is the version of the Project Plan approved by the Procuring Entity, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

vii) "Software" means that part of the System which are instructions that cause information processing Sub systems to perform in a specific manner or execute specific operations.

viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.

ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General- Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

xi) "Standard Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

xii) "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.

xiii) "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Procuring Entity under the Contract.

xv) "Standard Materials" means all Materials not specified as Custom Materials.

xvi) "Custom Materials" means Materials developed by the Supplier at the Procuring Entity's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

xvii) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extractor re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter in to computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

xviii) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

d) Activities

i) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the current edition Incoterms specified in the Contract.

ii) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).

iv) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test (s).

v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Sub system, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

vi) "Operational Acceptance" means the acceptance by the Procuring Entity of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause27.3(Operational Acceptance).

e) Place and Time

i) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

ii) **Unless otherwise specified in the SCC** "Project Site (s)" means the place (s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.

iii) "Eligible Country" means the countries and territories eligible for participation in procurements.

iv) "Day" means calendar day of the Gregorian Calendar.

v) "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in Kenya.

vi) "Month" means calendar month of the Gregorian Calendar.

vii) "Year" means twelve (12) consecutive Months.

viii) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Sub system(s).

ix) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Procuring Entity and Supplier in relation to the System, as **unless otherwise specified in the SCC,** the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract**.**

x) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Sub system(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Sub-system[s]) as provided in GCC Clause 29 (Defect Liability).

xi) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/ or technical support services (if any) must be available.

xii) The Post-Warranty Services Period" means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/ or technical support services for the System, either under this Contractor under separate contract(s).

2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Procuring Entity and Supplier shall be written in **the English Language** of these tendering documents**,** and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the English Language under GCC Clause 3.1.1 above, the translation of such documents into the **English** language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and Plural The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 **Headings**
The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons
Words importing persons or parties shall include firms, corporations, and government entities.

3.5 Incoterms
Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 Entire Agreement
The Contract constitutes the entire agreement between the Procuring Entity and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

3.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Sub contractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Procuring Entity, and nothing contained in the Contractor in any sub contract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Sub contractors and the Procuring Entity.

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Procuring Entity.

3.10 Non-waiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, air mail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by air mail or special courier.

4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3 Pursuant to GCC Clause 18, notices from/to the Procuring Entity are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Procuring Entity or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of the Procuring Entity are as **specified in the SCC** or as subsequently established/ amended. The address of the Supplier's Representative and the fall back address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5. Governing Law

5.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya when

a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

6 Fraud and Corruption

6.1 The Procuring Entity requires compliance with the laws of Kenya on Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in its statutes.

6.2 The Procuring Entity requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

7 Scope of the System

7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision fall Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and Materials were expressly mentioned in the Contract.

7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's tender, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), areas **specified in the SCC,** including the relevant terms, characteristics, and timings.

8 Time for Commencement and Operational Acceptance

8.1 The Supplier shall commence work on the System with in the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall there after proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Sub system (s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9 Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in the irrespective callings and supervisory staff who are competent to adequately supervise the work at hand.

9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring Entity and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.

9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Kenya that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring Entity under GCC Clause 10.4 and that are necessary for the performance of the Contract.

9.5 The Supplier shall comply with all laws in force in Kenya. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring Entity from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature a rising or resulting from the violation of such laws by the Supplier or its personnel, including the Sub contractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Procuring Entity to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.

9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).

9.8 Pursuant to paragraph 2.2e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Supplier's and its Sub contractors' and sub-consultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the PPRA's prevailing sanctions procedures).

9.9 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC.**

9.10 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10 Procuring Entity's Responsibilities

10.1 The Procuring Entity shall ensure the accuracy of all information and/or data to be supplied by the Procuring Entity to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Procuring Entity shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1(b).

10.3 The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other are as reasonably required for the proper execution of the Contract.

10.4 If requested by the Supplier, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or under takings require the Supplier or Sub contractors or the personnel of the Supplier or Sub contractors, as the case may be, to obtain.

10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6 The Procuring Entity shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring Entity may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7 Unless otherwise specified in the Contractor agreed upon by the Procuring Entity and the Supplier, the Procuring Entity shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.

10.8 The Procuring Entity will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

10.9 The Procuring Entity assumes primary responsibility for the Operational Acceptance Test (s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in anyway the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10 The Procuring Entity is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Procuring Entity, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test (s), in accordance with GCC Clause 27.2.

10.12 **Unless otherwise specified in the SCC** the Procuring Entity shall have no other Procuring Entity responsibilities.

C. Payment

11 Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2 Unless an adjustment clause is **provided for in the SCC,** the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

11.4 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price–tender price)/ tender price X 100.*

12 Terms of Payment

12.1 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract. The Contract Price shall be paid as **specified in the SCC.**

12.2 No payment made by the Procuring Entity herein shall be deemed to constitute acceptance by the Procuring Entity of the System or any Sub system (s).

12.3 Payments shall be made promptly by the Procuring Entity, but in no case later than (sixty (60) days after submission of a valid invoice and upon satisfactorily performance of the contractual obligations by the Supplier. In the event that the Procuring Entity fails to make any payment by its respective due date or within the period set forth in the Contract, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate (s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

12.4 Payments shall be made in the currency (ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC.**

12.5 **Unless otherwise specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside Kenya shall be made to the Supplier through an irrevocable Form of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the Form of credit will be subject to Article10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.

13 Securities

13.1 **Issuance of Securities**
The Supplier shall provide the securities specified below in favor of the Procuring Entity at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

a) Unless otherwise specified in the SCC, the Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

b) The security shall be in the form provided in the tendering documents or in another form acceptable to the Procuring Entity. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Procuring Entity. **Unless otherwise specified in the SCC,** the reduction in value and expiration of the Advance Payment Security are calculated as follows:

P*a/(100-a), where "P" is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and "a" is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the tendering documents, or it shall be in another form acceptable to the Procuring Entity.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14 Taxes and Duties

14.1 For Goods or Services supplied from outside and inside Kenya, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Kenya and inside Kenya, and these duties or taxes shall be made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Procuring Entity. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in Kenya, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Kenya, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in Kenya (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Sub contractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. Intellectual Property

15 Copyright

15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

15.2 The Procuring Entity agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause16, except that additional copies of Standard Materials may be made by the Procuring Entity for use within the scope of the project of which the System is apart, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3 The Procuring Entity's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity)**.**

15.4 **Unless otherwise specified in the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contractor on creation of the rights (if later than the date of this Contract), vest in the Procuring Entity. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring Entity may consider necessary or desirable to perfect the right, title, and interest of the Procuring Entity in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of am or alright in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring Entity and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

16 Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier here by grants to the Procuring Entity license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
Such license to access and use the Software shall:

a) be:

i. non-exclusive;

ii. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);

iii. **unless otherwise specified in the SCC** valid throughout Kenya;

iv. **unless otherwise specified in the SCC subject** to NO additional restrictions.

b) Permit the Software to be:

i. used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's tender), plus a backup computer(s) of the same or similar capacity, if the primary is (are) in operative, and during a reasonable transitional period when use is being transferred between primary and back up;

ii. used or copied for use on or transferred to are placement computer (s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's tender specifies a class of computer to which the license is restricted, the replacement computer (s) is (are) within that class;

iii. if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or back up computer (s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

iv. reproduced for safe keeping or back up purposes;

v. customized, adapted, or combined with other computer software for use by the Procuring Entity, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as a reset forth in this Contract;

vi. **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their sub-contractors, (and the Procuring Entity may sub-license such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as a reset forth in this Contract; and

vii. **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2 TheSupplierhastherighttoauditheStandardSoftwaretoverifycompliancewiththeabovelicenseagreements. **Unless otherwise specified in the SCC**, the Procuring Entity will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Procuring Entity and the Supplier, Procuring Entity will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17 Confidential Information

17.1 **Unless otherwise specified in the SCC,** the" Receiving Party" (either the Procuring Entity or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring Entity or the Procuring Entity's use of the System.

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring Entity to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

b) the Procuring Entity may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and a tenderer by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4 The Procuring Entity shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring Entity's prior written consent, use any Confidential Information received from the Procuring Entity for any purpose other than those that are required for the performance of the Contract.

17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

a) Now or hereafter enters the public domain through no fault of the Receiving Party;
b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

17.6 The above provisions of this GCC Clause17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.

17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

18 Representatives

18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Procuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The

Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Procuring Entity on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Procuring Entity pursuant to GCC Clause4.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then with in fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Procuring Entity in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Procuring Entity does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3The Supplier shall not revoke the appointment of the Supplier's Representative without the Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the Procuring Entity consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Procuring Entity's Project Manager and staff, act within their own authority, and a tenderer by directives issued by the Procuring Entity that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Procuring Entity (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities there by delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause18.2.5shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Objections and Removals

18.3.1 The Procuring Entity may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may have behaved inappropriately, be incompetent, or be negligent. The Procuring Entity shall provide evidence of the same, where upon the Supplier shall remove such person from work on the System.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause18.3.1, the Supplier shall, where required, promptly appoint a replacement.

19 Project Plan

19.1 In close cooperation with the Procuring Entity and based on the Preliminary Project Plan included in the Supplier's tender, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/ or Technical Requirements.

19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Entity. The Procuring Entity shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Procuring Entity. The Procuring Entity shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring Entity shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Procuring Entity and the Supplier.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Procuring Entity Monthly Progress Reports summarizing:

i) Results accomplished during the prior period;

ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;

iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;

iv) other issues and outstanding problems; proposed actions to be taken;

v) resources that the Supplier expects to be provided by the Procuring Entity and/ or actions to be taken by the Procuring Entity in the next reporting period;

vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Procuring Entity other (periodic) reports **as specified in the SCC**.

20 Sub-contracting

20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring Entity. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring Entity for its approval insufficient time so as not to impede the progress of work on the System. The Procuring Entity shall not withhold such approval unreasonably. Such approval by the Procuring Entity of a Subcontractor (s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring Entity's prior approval under GCC Clause 20.3.

20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring Entity in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring Entity has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontract or to which the Procuring Entity has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring Entity during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring Entity of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring Entity or Supplier as they are specified in GCC Clauses 20.1 and 20.2,

or in Appendix3 of the Contract Agreement.

21 Design and Engineering

21.1 Technical Specifications and Drawings

21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contractor, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of in accurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Project Manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/ Review of Controlling Technical Documents by the Project Manager

21.3.2 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.3 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.4 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.5 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.6 If any dispute occurs between the Procuring Entity and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification (s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Procuring Entity has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Procuring Entity for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.7 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.3.8 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22 Procurement, Delivery, and Transport

22.1 Subject to related Procuring Entity's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.

22.4 Packaging and Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring Entity's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.

22.4.3 **Unless otherwise specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

Unless otherwise specified in the SCC, the Supplier will provide the Procuring Entity with shipping and other documents, as specified below:

22.4.4 For Goods supplied from outside Kenya:
Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate, with a copy to the cargo insurance company:

a Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
b usual transportation documents;
c insurance certificate;
d certificate (s) of origin; and
e estimated time and point of arrival in Kenya and at the site.

25.5.2 For Goods supplied locally (i.e., from within Kenya):

Upon shipment, the Supplier shall notify the Procuring Entity by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate:

a Two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
b Delivery note, railway receipt, or truck receipt;
c certificate of insurance;
d certificate (s) of origin; and
e estimated time of arrival at the site.

25.6 Customs Clearance

a) The Procuring Entity will bear responsibility for, and cost of, customs clearance into Kenya in accordance with the particular Incoterm(s) used for Goods supplied from outside Kenya in the Price Schedules referred to by Article2 of the Contract Agreement.

b) At the request of the Procuring Entity, the Supplier will make available a representative or agent during the process of customs clearance in Kenya for goods supplied from outside Kenya. In the event of delays in customs clearance that are not the fault of the Supplier:

i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause40;

ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23 Product Upgrades

23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its tender and still to be delivered, the Supplier shall be obligated to offer to the Procuring Entity the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause39 (Changes to the System).

23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring Entity any cost reductions and additional and/ or improved support and facilities that it offers to other clients of the Supplier in Kenya, pursuant to GCC Clause39 (Changes to the System).

23.3 During performance of the Contract, the Supplier shall offer to the Procuring Entity all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its tender.

23.4 **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5 The Procuring Entity shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Procuring Entity receives a production-ready copy of a subsequent version, release, or update. The Procuring Entity shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24 Implementation, Installation, and Other Services

24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.

24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Tender) and shall not exceed the prevailing rates charged by the Supplier to other Procuring Entity's in Kenya for similar services.

25 Inspections and Tests

25.1 The Procuring Entity or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/ or conformity to the Contract at the point of delivery and/ or at the Project Site.

25.2 The Procuring Entity or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Procuring Entity shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.3 Should the inspected or tested components fail to conform to the Contract, the Procuring Entity may reject the component (s), and the Supplier shall either replace the rejected component (s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Procuring Entity.

25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/ or test shall be added to the Contract Price. Further, if such inspection and/ or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/ or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26 Installation of the System

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Procuring Entity in writing.

26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the tendering documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Sub system is specified pursuant to the SCC for GCC Clause27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/ or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carryout retesting of the System or Sub system and, when in the Supplier's opinion the System or Sub system is ready for Commissioning and Operational Acceptance Testing, notify the Procuring Entity in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause shall be repeated, as necessary, until an Installation Certificate is issued.

26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1,or if the Procuring Entity puts the System or a Subsystem in to production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring Entity put the System in to production operation, as the case may be.

27 Commissioning and Operational Acceptance

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or

b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or

c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Procuring Entity shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring Entity (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's tender, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/ or the Agreed Project Plan. At the Procuring Entity's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Procuring Entity, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Procuring Entity and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/ or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

a the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or

b the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring Entity within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

c the Procuring Entity has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring Entity and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Procuring Entity, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

a Issue an Operational Acceptance Certificate; or

b Notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or

c Issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring Entity, and the Procuring Entity, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Sub system. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring Entity of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Procuring Entity shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, the neither:

a The Procuring Entity may consider terminating the Contract, pursuant to GCC Clause

41.2.2; or

b If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring Entity to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem (s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate (s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring Entity or Supplier.

F. Guarantees and Liabilities

28 Operational Acceptance Time Guarantee

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Procuring Entity liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem

has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount often (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3 **Unless otherwise specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Procuring Entity may have under the Contract for other delays.

28.4 If liquidated damages are claimed by the Procuring Entity for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Procuring Entity in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29 Defect Liability

29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and in corporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3 **Unless otherwise specified in the SCC,** the Supplier warrants that :(i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.

29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.

29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:

a) Improper operation or maintenance of the System by the Procuring Entity;
b) Normal wear and tear;
c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
d) modifications made to the System by the Procuring Entity, or a third party, not approved by the Supplier.

29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Procuring Entity or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The Procuring Entity shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Procuring Entity shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Procuring Entity, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Procuring Entity may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, where upon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case maybe) until that part of the System passes such tests. The tests shall be agreed upon by the Procuring Entity and the Supplier.

29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Procuring Entity may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Procuring Entity in connection with such work shall be paid to the Procuring Entity by the Supplier or may be deducted by the Procuring Entity from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Procuring Entity because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Procuring Entity may choose to retain physical possession of any replaced defective information storage devices.

29.13 At the request of the Procuring Entity and without prejudice to any other rights and remedies that the Procuring Entity may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Procuring Entity to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Procuring Entity of the benefit of any warranties given by such producers or licensors to the Supplier.

30 Functional Guarantees

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Procuring Entity's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance govern show technical conformance of the System to the Contract requirements will be determined.

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Procuring Entity upon completion of the necessary changes, modifications, and/or additions and shall request the Procuring Entity to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

31 Intellectual Property Rights Warranty

31.1 The Supplier here by represents and warrants that:

a) The System as supplied, installed, tested, and accepted;

b) Use of the System in accordance with the Contract; and

c) Copying of the Software and Materials provided to the Procuring Entity in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfer so frights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Procuring Entity to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

32 Intellectual Property Rights Indemnity

32.1 The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring Entity or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

a) Installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;

b) copying of the Software and Materials provided by the Supplier in accordance with the Agreement; and

c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs a rise as a result of the Procuring Entity's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced there by in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

a) Is asserted by apparent, subsidiary, or affiliate of the Procuring Entity's organization;

b) Is a direct result of a design mandated by the Procuring Entity's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Tender; or

c) Results from the alteration of the System, including the Materials, by the Procuring Entity or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Clause 32.1, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) days, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or

Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Procuring Entity or any persons (other than the Supplier) contracted by the Procuring Entity, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Procuring Entity or any other person contracted by the Procuring Entity, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

a) If any claim of infringement is asserted by apparent, subsidiary, or affiliate of the Supplier's organization;

b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Procuring Entity or any persons contracted by the Procuring Entity.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

33 Limitation of Liability

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring Entity with respect to intellectual property rights infringement.

G. Risk Distribution

34 Transfer of Ownership

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring Entity at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35 Care of the System

35.1 The Procuring Entity shall be come responsible for the care and custody of the System or Subsystems upon their Delivery. The Procuring Entity shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), except such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2 If any loss or damage occurs to the System or any part of the System by reason of:

a) (in so far as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

b) Any use not in accordance with the Contract, by the Procuring Entity or any third party;

c) Any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Procuring Entity, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2, the Procuring Entity shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Procuring Entity requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Procuring Entity in accordance with GCC Clause 39. If the Procuring Entity does not request the Supplier in writing to make good any loss or damage to the System there by occasioned, the Procuring Entity shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System there by lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Procuring Entity shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Procuring Entity shall be liable for any loss of or damage to any Supplier's Equipment which the Procuring Entity has authorized to locate within the Procuring Entity's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

36 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Kenya.

36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Procuring Entity or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Procuring Entity, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against the Procuring Entity that might subject the Supplier to liability under GCC Clause 36.2, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) day period, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Procuring Entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Procuring Entity to liability under GCC Clause 36.4, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37 Insurances

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably with hold such approval.

a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

b) Installation “All Risks” Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

c) Third-Party Liability Insurance

On terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any Subsystems that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Information System.

d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in Kenya, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

e) Other Insurance (if any), as **specified in the SCC.**

37.2 The Procuring Entity shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Procuring Entity certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Procuring Entity may takeout and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the Procuring Entity shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Procuring Entity shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Procuring Entity's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Procuring Entity. With respect to insurance claims in which the Supplier's interest is involved, the Procuring Entity shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38 Force Majeure

38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Procuring Entity or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

a) war, hostilities, or war like operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or dejure or defacto authority or ruler, or any other act or failure to act of any local state or national government authority;

d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

f) failure, by the Supplier, to obtain the necessary export permit (s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

a) Constitute a default or breach of the Contract;

b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Procuring Entity and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Procuring Entity to make payments to the Supplier under this Contract.

H. Change in Contract Elements

39 Changes to the System

39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Procuring Entity shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

39.1.2 A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.3 The Supplier may from time to time during its performance of the Contract propose to the Procuring Entity (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Procuring Entity may at its discretion approve or reject any Change proposed by the Supplier.

39.1.4 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.5 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the tendering documents.

39.1.6 Moreover, the Procuring Entity and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Procuring Entity

39.2.4 If the Procuring Entity proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

a Brief description of the Change;

b Impact on the Time for Achieving Operational Acceptance;

c Detailed estimated cost of the Change;

d Effect on Functional Guarantees (if any);

e Effect on any other provisions of the Contract.

39.2.5 Prior to preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager a "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Procuring Entity shall do one of the following:

a accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

b advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

c advise the Supplier that the Procuring Entity does not intend to proceed with the Change.

39.2.6 Upon receipt of the Procuring Entity's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Procuring Entity and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.7 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are in equitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.8 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Procuring Entity accepts the Supplier's objection, the Procuring Entity shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.9 Upon receipt of the Change Proposal, the Procuring Entity and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Procuring Entity shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Procuring Entity is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Procuring Entity decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.10 If the Procuring Entity and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Procuring Entity choose not to proceed or the Procuring Entity and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Procuring Entity and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract.

39.4.1 The value engineering proposal shall, at a minimum, include the following;

(a) The proposed change (s), and a description of the difference to the existing Contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/ functionality.

39.4.2 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) accelerates the delivery period; or

b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or

c) improves the quality, efficiency, safety or sustainability of the systems; or

d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the systems.

39.4.3 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or

b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

40 Extension of Time for Achieving Operational Acceptance

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
a) Any Change in the System as provided in GCC Clause39 (Change in the Information System);
b) Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
c) Default of the Procuring Entity; or
d) Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Procuring Entity and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Procuring Entity's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41 Termination

41.1 Termination for Procuring Entity's Convenience

41.1.1 The Procuring Entity may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

a) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

b) terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) (ii) below;

c) Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Sub contractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall

i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

ii) to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

iii) deliver to the Procuring Entity all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Procuring Entity shall pay to the Supplier the following amounts:

a) The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

b) The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors 'personnel;

c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2(a); and

e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

41.2.1 The Procuring Entity, without prejudice to any other rights or remedies it may possess, may terminate the Contract forth within the following circumstances by giving a notice of termination and its reasons there for to the Supplier, referring to this GCC Clause41.2:

a) If the Supplier becomes bankrupt or in solvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its under taking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

b) If the Supplier assigns or transfers the Contractor any right or interest, there in in violation of the provision of GCC Clause 42 (Assignment); or

c) If the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of the Appendix to the GCC, in competing for or in executing the Contract, including but

Not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

d) Has abandoned or repudiated the Contract;

e) Has without valid reason failed to commence work on the System promptly;

f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

g) Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Procuring Entity that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then the Procuring Entity may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same with in fourteen (14) days of its receipt of such notice, then the Procuring Entity may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

h) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

i) terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) below;

j) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

k) to the extent legally possible, assign to the Procuring Entity all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

l) deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Procuring Entity may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Procuring Entity thinks appropriate, the Procuring Entity shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Procuring Entity from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Procuring Entity completes the System, the cost of completing the System by the Procuring Entity shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Procuring Entity in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause41.2.5, the Supplier shall pay the balance to the Procuring Entity, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Procuring Entity shall pay the balance to the Supplier. The Procuring Entity and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

a) the Procuring Entity has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Procuring Entity that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Procuring Entity to remedy the same, as the case may be. If the Procuring Entity fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or

b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity, including but not limited to the Procuring Entity's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System; then the Supplier may give a notice to the Procuring Entity of such events, and if the Procuring Entity has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Procuring Entity referring to this GCC Clause 41.3.1, forth with terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Procuring Entity to that effect, referring to this GCC Clause 41.3.2, if the Procuring Entity becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Procuring Entity takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

c) Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

d) Terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to Clause 41.3.3 (d) (ii);

e) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.

f) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:

i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

ii) to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

iii) to the extent legally possible, deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1or 41.3.2, the Procuring Entity shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding

Obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Procuring Entity to the Supplier, account shall be taken of any sum previously paid by the Procuring Entity to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

42 Assignment

42.l Neither the Procuring Entity nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contractor any part thereof, or any right, benefit, obligation, or interest there in or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I. Settlement of Disputes

43 Settlement of Disputes

43.1 **Adjudication**

43.1.1 If any dispute of any kind what so ever shall arise between the Procuring Entity and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute **by mutual consultation**. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause43.2.1.

43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Procuring Entity or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Procuring Entity and the Supplier. Any decision that has become final and binding shall be implemented by the parties forth with.

43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Procuring Entity and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2 Arbitration

43.2.1 If

a) the Procuring Entity or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Procuring Entity or the Supplier acts within the following fourteen (14) days, or
c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Procuring Entity or the Supplier acts within the following fourteen (14) days, then either the Procuring Entity or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator incase an Adjudicator had been

involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

b) The Procuring Entity shall pay the Supplier any monies due the Supplier.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause1)

GCC 1.1 (b) (i)	The Procuring Entity is: **STATE DEPARTMENT FOR CORRECTIONAL SERVICES**
GCC 1.1 (b) (ii)	The Project Manager is: ***[insert: name and/or the official title of Project Manager].*** GCC
GCC 1.1 (e) (ix)	***There are no Special Conditions associated with GCC 1.1 (e) (x).*** **AS PER CONTRACT** ***[Note: The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]***
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is ***[insert: number of months]*** starting with the completion of the Warranty Period.

2. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: [***as appropriate, insert: personal delivery, postal, email, and/or EDI addresses.]*** Fallback address of the Procuring Entity: [***as appropriate, insert: personal delivery, postal, facsimile, email, and/or EDI addresses.]*** ***[Note:*** *If the Procuring Entity wishes to use Electronic Data Interchange (EDI) to communicate with the Supplier, it should specify the standards and protocols (for example ANSI A1 or ISO EDIFACT). The details may then be revised at Contract finalization. If so, add the following text.]* For Electronic Data Interchange (EDI) the Procuring Entity and Supplier will use the following standards, protocols, addresses, and procedures: ***[insert: standards, protocols, addresses; also describe: any relevant procedures]***

B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Tender: ***[specify: the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.]*** ***[Note**: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties.* *If the Procuring Entity expects that wear and tear on System components will necessitate routine replacement of such components, and if Procuring Entity technical staff will perform these repair and replacement tasks, the Procuring Entity may wish to consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts.]* The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for -**AS PER CONTRACT** ***[insert: number of years]*** years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its Tender. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts. ***[list the spare parts needs, or reference the line items in the Spare Parts Price Schedule in the Supplier's Tender, if the Supplier is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]*** **[*Note:** The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.]*

4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: [***insert: number of*** days***]*** days from the Effective Date of the Contract.

5. Supplier's Responsibilities (GCC Clause 9)

C. PAYMENT

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows***: [state: "not applicable" or specify: the items, adjustment formula or formulas, and the relevant price indices].*** **[*Note:** Price adjustment is not generally associated with Information System procurements. Price adjustment may be appropriate when: (i) performance of the Contract is expected to last more than eighteen months; (ii) the cost

	of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]

7. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement. (a) Advance Payment- **AS PER CONTRACT** twenty percent (20%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2. ***[Note:*** *The advance payment may be higher than 10% in cases where Supplier's mobilization costs (i.e., costs between Contract effectiveness and the first scheduled Contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Supplier. This happens primarily in projects where the Supplier must acquire expensive highly-specialized equipment to customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]* (b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials: **AS PER CONTRACT** sixty percent (60%) of the total or pro-rata Contract Price for this category against Delivery ten percent (10%) of the same price against Installation ten percent (10%) of the same price against Operational Acceptance. (c) Custom Software and Custom Materials: **AS PER CONTRACT** sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation twenty percent (20%) of the same price against Operational Acceptance. ***[Note:*** *Large custom software development or system integration contracts (e.g., those taking longer than six months from Contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments against Procuring Entity's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as: software requirements specifications, software design document, development*

	of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc.). In those cases, the above payment terms should be modified accordingly and refer to the milestones in the Implementation Schedule. The payment terms should allow the Supplier an adequate cash flow vis-à-vis the steps need to achieve an operational Information System.] (d) Services other than Training: **AS PER CONTRACT** eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Procuring Entity's approval of invoices: ***[Note:*** *Some Contracts may involve considerable "Services other than Training" (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical Information System (GIS), or the scanning, indexing and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the Procuring Entity has an obligation to balance and ensure consistency between its own interest to pay only against value received, the supplier's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]* (e) Training -**AS PER CONTRACT** thirty percent (30%) of the total Contract Price for training services at the start of the full training program fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices. (f) Complete System Integration - **AS PER CONTRACT** ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole. (g) Recurrent Costs - **AS PER CONTRACT** one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Procuring Entity's approval of invoices. ***[Note:*** *If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]*
GCC 12.3	The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of: [***insert: "%" per annum].***
GCC 12.4	The Supplier will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and Kenya shillings for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in *[insert: **source of exchange rate**]*.

8. Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in ***[insert currency]*** for an amount equal to ***[insert: number]*** percent of the Contract Price, excluding any Recurrent Costs.-**AS PER CONTRACT** *[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or in a freely convertible currency acceptable to the Procuring Entity. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful Tenderer, which it can recover only by increasing its price. Therefore, for a simple/moderate system, Performance Security in an amount of 6-10% of the Contract Price would provide adequate protection].*
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to ***[insert: number]*** percent of the Contract Price, excluding any Recurrent Costs. *[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]*

D. Intellectual Property

9. Copyright (GCC Clause 15)

GCC 15.3	***There are no Special Conditions of Contract applicable to GCC Clause 15.3-*** **AS PER CONTRACT** *[Note: If the Procuring Entity is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Procuring Entity of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]*
GCC 15.4	***There are no Special Conditions of Contract applicable to GCC Clause 15.4-*** **AS PER CONTRACT** ***[Note:*** *There is a broad spectrum of strategies that the Procuring Entity can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Procuring Entity retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the Procuring Entity has highly sensitive procedures embedded in the Custom Software (e.g., a central bank's settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the Procuring Entity considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from exploitation of that know-how. The other extreme case is where the Procuring Entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate when the Supplier wants to take advantage of the potential cost reduction in allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the Procuring Entity has no proprietary or commercial concerns regarding its reuse.* *A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the Procuring Entity is entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the*

following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Procuring Entity's obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the Procuring Entity must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.

The Supplier's rights in relation to the Custom Software may:

- *Be limited to use in order to support the Procuring Entity; or*
- *Extend to commercial exploitation by re-licensing to third-party customers.*

If the Supplier's rights extend to commercial exploitation, they may be limited as follows:

- *There may be an interim period, designed to protect the Procuring Entity's competitive edge, during which the Supplier is not permitted to exploit commercially; and/or*
- *The Supplier may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the Procuring Entity) or in certain territories (for example, Kenya), either for a limited period or indefinitely; and/or*
- *The Supplier may be required to pay royalties to the Procuring Entity when it licenses third parties to use the Custom Software.*

The first two of these categories of limitation are intended to protect the Procuring Entity's competitive edge. The third is intended to allow the Procuring Entity to share in future profits made by the Supplier through exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the Procuring Entity regarding future sales of products to which royalties apply and audit rights so that the Procuring Entity can check that the Supplier's reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the Procuring Entity may not benefit from an up-front cost saving.

The Procuring Entity's rights in relation to the Custom Software may also be restricted to "user" rights or extended to commercial exploitation. If the Procuring Entity is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the Procuring Entity on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Procuring Entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).

If the Procuring Entity is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the

	ways in which the Procuring Entity's own usage rights to the Custom Software may be limited. *It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Procuring Entity.* *The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Procuring Entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the Procuring Entity a license that is exclusive, in relation to exploitation in Kenya, for two years).* *If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.* *Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the Procuring Entity of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]*
GCC 15.5	***There are no Special Conditions of Contract applicable to GCC Clause 15.5-*** **AS PER CONTRACT** ***[Note:*** *Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Kenya or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover:* *(i) the Supplier's obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;* *(ii) the Supplier's warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the Procuring Entity and suitable to enable the Procuring Entity to support and develop the Software;* *(iii) the escrow agent's obligations to keep the Source Code secure and confidential;* *(iv) the escrow agent's obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);* *(v) the obligations of the Supplier and the Procuring Entity in relation to payment of the escrow agent's fee;*

	(vi) the escrow agent's right and obligation to release the Source Code to the Procuring Entity in certain specified "release events" (e.g., bankruptcy or insolvency of the Supplier or the Supplier's failure to make deposits or to support the Software); *(vii) limitations and exclusions of the escrow agent's liability;* *(viii) the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and* *(ix) confidentiality undertakings to be given by the Procuring Entity on release of the Source Code.]*

10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)*- AS PER CONTRACT** ***[Note:*** *In the interest of soliciting lower Tender prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:* *(a) restrictions on the number of records in particular categories that may be held by the System;* *(b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;* *(c) restrictions on the number of persons who may be authorized to use the System at any time;* *(d) restrictions on the number of persons who may access the System simultaneously at any time; or* *(e) restrictions on the number of workstations that may be connected to the System at any time.* *Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]*
GCC 16.1 (b) (vi)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)*- AS PER CONTRACT** *[Note: The Procuring Entity may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]*
GCC 16.1 (b) (vii)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)*- AS PER CONTRACT** *[Note: The Procuring Entity may, for example, wish to specify the members of the Procuring Entity's business group that are not direct competitors of the Supplier and that the Procuring Entity must obtain and provide the Supplier written evidence from such parties that such parties will adhere by the terms of the Contract as if they were party to the Contract.]*
GCC 16.2	***There are no Special Conditions of Contract applicable to GCC Clause 16.2* - AS PER CONTRACT**

	[Note: If on-site audits are acceptable, the Procuring Entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Procuring Entity's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Procuring Entity as a direct result of the audit; etc.].

11. Confidential Information (GCC Clause 17)

GCC 17.1	***There are no Special Conditions of Contract applicable to GCC Clause 17.1*** **- AS PER CONTRACT** *[Note: The Procuring Entity may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Procuring Entity will ensure that such parties are aware of and will adhere by the Procuring Entity's obligations under GCC Clause 17 as if such party were a party to the Contract in place of the Procuring Entity.* ***if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.]***

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

12. Representatives (GCC Clause 18)

GCC 18.1	***There are no Special Conditions of Contract applicable to GCC Clause 18.1-*** **AS PER CONTRACT** ***[Note:*** *If appropriate specify additional powers or limitations.]* The Procuring Entity's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Procuring Entity in matters relating to the Contract ***[state necessary and appropriate clauses].***
GCC 18.2.2	***There are no Special Conditions of Contract applicable to GCC Clause 18.2.2-*** **AS PER CONTRACT** ***[Note:*** *If appropriate specify additional powers or limitations.]* The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract ***[state necessary and appropriate clauses].*** ***[Note:*** *Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]*

13. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject**:** ***(a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-***

	bound schedules (in GANTT format); ***(b) Implementation Sub-Plan;*** ***(c) Training Sub-Plan;*** ***(d) Testing and Quality Assurance Sub-Plan;*** ***(e) Warranty Defect Repair and Technical Support Service Sub-Plan*** ***Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference)].***
GCC 19.6	***The Supplier shall submit to the Procuring Entity:*** ***(i) monthly inspection and quality assurance reports*** ***(ii) monthly training participants test results*** ***(iii) monthly log of service calls and problem resolutions***

14. Design and Engineering (GCC Clause 21)

GCC 21.3.1	***There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.-*** **AS PER CONTRACT** ***[Note:*** *If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).]* *[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents.* ***[state "none" or specify, for example:*** ***(*) detailed site surveys;*** ***(*) final Subsystem configurations;*** ***(*) etc.***

15. Product Upgrades (GCC Clause 23)

GCC 23.4	***There are no Special Conditions of Contract applicable to GCC Clause 23.4.-*** **AS PER CONTRACT** *[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of tender submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective. For example, this may be particularly appropriate when the Procuring Entity would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]*

16. Inspections and Tests (GCC Clause 25)

GCC 25	***There are no Special Conditions of Contract applicable to GCC Clause 25.-*** **AS PER CONTRACT** *[Note: Procuring Entity's may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Procuring Entity receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]*

17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	***There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.-*** **AS PER CONTRACT** *[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the Procuring Entity prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the Procuring Entity and its management, the Supplier, and any users.* *In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]*

F. Guarantees and Liabilities

18. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	***There are no Special Conditions of Contract applicable to GCC Clause*** ***28.2.-*** **AS PER CONTRACT** ***[Note:*** *Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the Procuring Entity may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].*
GCC 28.3	***There are no Special Conditions of Contract applicable to GCC Clause 28.3.-*** **AS PER CONTRACT** *[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Tenderers. This most likely will lead to higher tender prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]*

19. Defect Liability (GCC Clause 29)

GCC 29.1	***There are no Special Conditions of Contract applicable to GCC Clause 29.1.-*** **AS PER CONTRACT** *[Note: Software is never completely error or "bug" free. Thus, the Procuring Entity may wish to refine or to limit the Supplier's warranty obligations. Properly done, this can reduce Tenderer's perceptions of financial risk and help lower tender prices. However, the Procuring Entity should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Procuring Entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The Procuring Entity should consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]*
GCC 29.4	***There are no Special Conditions of Contract applicable to GCC Clause 29.4.-*** **AS PER CONTRACT** ***[Note:*** *When defining the Warranty period, Procuring Entity should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].*
GCC 29.10	***There are no Special Conditions of Contract applicable to GCC Clause 29.10-*** **AS PER CONTRACT** **[*Note:*** *Typically, the Procuring Entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Kenya.* *The GCC specifies that the Supplier must commence work on warranty defects within a maximum of two weeks; else the Procuring Entity may contract-in such services at the Supplier's expense. The Procuring Entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their tender prices.]*

20. Functional Guarantees (GCC Clause 30)

GCC 30	***There are no Special Conditions of Contract applicable to GCC Clause 30.-*** **AS PER CONTRACT** *[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]*

G. Risk Distribution

21. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of ***[insert: monetary value]*** with deductible limits of no more than ***[insert: monetary value].*** The insured Parties shall be ***[list insured parties].*** The Insurance shall cover the period from ***[insert: beginning date, relative to the Effective Date of the Contract]*** until ***[insert: expiration date, relative to the Effective Date of the Contract or its completion].-*** **AS PER CONTRACT**
GCC 37.1 (e)	***There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).-*** **AS PER CONTRACT**

	[Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Procuring Entity's legal department. *For example:* *The Supplier shall obtain Worker's Compensation Insurance in accordance with the statutory requirements of [insert:* ***Kenya****]. Specifically: [insert****: requirements****]. The Insurance shall cover the period from [insert:* ***beginning date, relative to the Effective Date of the Contract****] until [insert:* ***expiration date, relative to the Effective Date of the Contract or its completion****].* *The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements of* ***[insert: Kenya].*** *Specifically: [* ***insert: requirements].*** *The Insurance shall cover the period from* ***[insert: beginning date, relative to the Effective Date of the Contract]*** *until* ***[insert: expiration date, relative to the Effective Date of Contract or its completion].***

H. CHANGE IN CONTRACT ELEMENTS

22. Changes to the System (GCC Clause 39)

GCC 39.4.3	**Value Engineering** If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. - **AS PER CONTRACT**

I. Settlement of Disputes

23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: ***[insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state "not applicable."].*** **- AS PER CONTRACT**
GCC 43.2.3	If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of *[select one of the following:* ***UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration****]*. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. If the Supplier is a national of Kenya, any dispute between the Procuring Entity and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Kenya.

SECTION VIII - CONTRACT FORMS

Notes to the Procuring Entity on preparing the Contract Forms.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Pursuant to Clause13.2, the successful Tenderer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this SPD. Unless the Procuring Entity has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document to potential Tenderers.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the tendering document unaltered. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document.

Notes to Tenderers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Tenderer following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Tenderer's Tender Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's tender prices to correct errors, adjust the Contract Price to reflect - if applicable - any extensions to tender validity beyond the last day of original tender validity plus 56 days, etc.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security in the form contained in this section of these tendering documents and in the amount specified in accordance with the SCC.

Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Tenderer is required to provide a bank guaranteeforthefullamountoftheAdvancePayment-ifanAdvancePaymentisspecifiedintheSCCforGCCClause 12.1- in the form contained in this section of these tendering documents or another form acceptable to the Procuring Entity. If a Tenderer wishes to propose a different Advance Payment Security form, it should submit a copy to the Procuring Entity promptly for review and confirmation of acceptability before the tender submission deadline.

The Procuring Entity and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the tendering documents for the information of Tenderers.

1. Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender*.]
[*Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form*]

1) For the attention of Tenderer's Authorized Representative Name: ..... [insert Authorized Representative's name]
Address: ..... *[insert Authorized Representative's Address]*
Telephone/Fax numbers: ..... *[insert Authorized Representative's telephone/fax numbers]*
Email Address: ..... *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: .....This Notification is sent by: [*email/fax*] on[*date*](local time)
Notification of Intention to Award
[Procuring Entity]: ..... *[insert the name of the Procuring Entity]*
Project: .....*[insert name of project]*
Contract title: ..... *[insert the name of the contract]*
Country: .....*[insert country where ITT is issued]*
ITT No: ..... *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) Request a debriefing inrelation to the evaluation of your Tender, and/ or

b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

i) The successful Tenderer

Name:	[*insert name of successful Tenderer*]
Address:	[*insert address of the successful Tenderer*]
Contract price:	[*insert contract price of the successful Tenderer*]
Total combined score:	[*insert the total combined score of the successful Tenderer*]

2) Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

Name of Tenderer	Technical Score (If applicable)	Tender price	Evaluated Tender Cost	Combined Score (if applicable)
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]

3) ***Reason/s why your Tender was unsuccessful [Delete if the combined score already reveals the reason]***

[INSTRUCTIONS; State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) information that is marked confidential by the Tenderer in its Tender.]

4) *How to request a debriefing*

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*] **Title/position**:___[*insert title/position*]

Agency: [*insert name of Procuring Entity*] **Email address**:_____[*insert email address*] **Fax**

number:_____[*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5) How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*] **Title/position**:___[*insert title/position*]

Agency: [*insert name of Procuring Entity*] **Email address**:_____[*insert email address*]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends. Further information:

For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.

In summary, there are four essential requirements:

1. You must be an' interested party'. In this case, that means a Tenderer who submitted a Tender in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position:

_____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..…20……...

BETWEEN

……...…….APPLICANT

AND

……RESPONDENT (Procuring Entity)

Request for review of the decision of the…… (Name of the Procuring Entity of ……dated the…day of …….20…….in the matter of Tender No……..…of ……..20….. for .....(Tender description).

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

SIGNED …….(Applicant) Dated on…….day of ……/…20……

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on……day of ……...20…..……

SIGNED

Board Secretary

3. Letter of Award

_____)_____

To: _____

This is to notify you that your Tender dated_____for execution of the_____ for the Contract Price in the aggregate of_____, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, - Contract Forms, of the Tendering Document.

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment: Contract Agreement

4 Contract Agreement

THIS CONTRACT AGREEMENT is made on the ***.....[insert: ordinal]*** day of ..... ***[insert: month], [insert: year].*** BETWEEN (1) ***..... [insert: Name of Procuring Entity],*** a ***[insert: description of type of legal entity, for example, an agency of the Department of……..]*** of the Government of Kenya***,*** or corporation incorporated under the laws of Kenya and having its principal place of business at ***[insert: address of Procuring Entity]*** (here in after called "the Procuring Entity"), and (2).....***[insert: name of Supplier],*** a corporation incorporated under the laws of ***[insert: country of Supplier]*** and having its principal place of business at ***[insert: address of Supplier]*** (here in after called "the Supplier").

WHEREAS the Procuring Entity desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System ***[insert: brief description of the Information System]*** ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HERE BY AGREED as follows:

Article 1. Contract Documents

1. Contract Documents (Reference GCC Clause1.1(a) (ii))
The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:

a) This Contract Agreement and the Appendices attached to the Contract Agreement
b) Special Conditions of Contract
c) General Conditions of Contract
d) Technical Requirements (including Implementation Schedule)
e) The Supplier's tender and original Price Schedules
f) [Add here: any other documents]

1.2 Order of Precedence (Reference GCC Clause 2)
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1above.

1.3 Definitions (Reference GCC Clause1)
Capitalized words and phrases used in this Contract Agreement shall have the same meanings as prescribed to them in the General Conditions of Contract.

Article 2.
Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11) The Procuring Entity here by agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [***insert: amount of foreign currency A in words], [insert: amount in figures],*** plus ***[insert: amount of foreign currency B in words], [insert: amount in figures],*** plus ***[insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures],*** as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated incoterms, and the taxes, duties and related levies if and as identified.

Article 3.
Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date (Reference GCC Clause 1.1(e) (ix))
The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

a) This Contract Agreement has been duly executed for and on behalf of the Procuring Entity and the Supplier;
b) The Supplier has submitted to the Procuring Entity the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause13.3;

c) The Procuring Entity has paid the Supplier the advance payment, in accordance with GCC Clause 12;
Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.
Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES
Appendix 1. Supplier's Representative
Appendix 2. Adjudicator *[If there is no Adjudicator, state **"not applicable"**]*
Appendix 3. List of Approved Subcontractors
Appendix 4. Categories of Software
Appendix 5. Custom Materials
Appendix 6. Revised Price Schedules (if any)
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Procuring Entity and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

i) For and on behalf of the Procuring Entity
Signed:

in the capacity of ***[insert: title or other appropriate designation]***
in the presence of_____

ii) For and on behalf of the Supplier
Signed:

in the capacity of ***[insert: title or other appropriate designation]***
in the presence of_____

5. Appendices

a) Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: .....*[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: .....*[if appropriate, insert: title]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: .....[***as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]***

Fallback address of the Supplier: .....[***as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]***

b) **Appendix**

2. Adjudicator in accordance with GCC Clause1.1 (b) (vi), the agreed-upon Adjudicator is: Name:

..... ***[insert: name]*** Title: .....

[insert: title] Address: .....***[insert: postal address]*** Telephone:

..... ***[insert: telephone]*** in accordance with GCC Clause 43.1.3, the

agreed-upon fees and reimbursable expenses are: Hourly Fees: .....

[insert: hourly fees] Reimbursable Expenses: .....***[list: reimbursables]***

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Procuring Entity and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

c) Appendix 3. List of Approved Subcontractors

The Procuring Entity has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Procuring Entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Procuring Entity reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Procuring Entity and their names have been added to this list of Approved Subcontractors, subject to GCC Clause20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its tender and that the Procuring Entity approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

d) Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

e) Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

f) Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Tender. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's tender price, pursuant to the ITT Clauses 30.3 and 38.2.

g) Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

6 Performance and Advance Payment Security Forms

5.1 Performance Security Form (Demand Bank Guarantee)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor Form head or SWIFT identifier code] .....
*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*
Beneficiary: ..... *[insert: **Name and Address of Procuring Entity**]*
Date: ..... *[insert: **date**]*
PERFORMANCE GUARANTEE No.: ..... *[insert: **Performance Guarantee Number**]* **Guarantor:** ..... *[Insert name and address of place of issue, unless indicated in the Form head.]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)**[1] **in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to showgrounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding..... *[insert: **amount(s) 4 in figures and words**]*. This remaining guarantee shall expire no later than.....*[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System[2], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

_____

[Signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[1] *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

[2] *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

5.2 Advance Payment Security

Demand Bank Guarantee

_____

[Guarantor Form head or SWIFT identifier code]

Beneficiary: ..... *[insert: **Name and Address of Procuring Entity**]*

Date: ..... *[**insert date of issue**]*

ADVANCE PAYMENT GUARANTEE No.: ..... [*insert: **Advance Payment Guarantee Number**]*

Guarantor: ..... *[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that on.....*[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for .....*[insert: **title and/or brief description of the Contract**]* (here in after called "the Contract") to *[insert: **complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture**]* (here in after called" the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of ***[insert: amount in numbers and words, for each currency of the advance payment]*** is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of..... *[Insert amount in figures]* ( ) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) Has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number.....*[insert number]*at.....*[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety
(90) percent of the Accepted Contract Amount, has been certified for payment, or on the.....*[insert day]* day of.....*[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

7. Installation and Acceptance Certificates *(insert format)*

Installation Certificate

Date: ..... ***[insert: date]***

ITT: ..... ***[insert: title and number of ITT]***

Contract: ..... ***[insert: name and number of Contract]***

To: ..... ***[insert: name and address of Supplier]***

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the..... ***[insert: name of Procuring Entity]*** (hereinafter the "Procuring Entity") dated..... ***[insert: date of Contract],*** relating to the.....***[insert: brief description of the Information System],*** we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: ..... ***[insert: description]***

2. Date of Installation: ..... ***[insert: date]***

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This Form shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....[***state: "Project Manager" or state the title of a higher-level authority in the Procuring Entity's organization]***

6.2 Operational Acceptance Certificate

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the.....***[insert: name of Procuring Entity]*** (hereinafter the "Procuring Entity") dated..... ***[insert: date of Contract],*** relating to the.....***[insert: brief description of the Information System],*** we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Entity here by takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): .....[***insert: description]***
2. Date of Operational Acceptance: .....[***insert: date]***

   This Form shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....***[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]***

7. Change Order Procedures and Forms

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name or System or Subsystem and number of Contract]*

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

References to Changes

1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
2) Change Estimate Proposals shall be numbered CN-nnn.
3) Estimate Acceptances shall be numbered CA-nnn.
4) Change Proposals shall be numbered CP-nnn.
5) Change Orders shall be numbered CO-nnn. On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

7.1 Request for Change Proposal Form

7.2 Change Estimate Proposal Form

7.3 Estimate Acceptance Form

7.4 Change Proposal Form

7.5 Change Order Form

7.6 Application for Change Proposal Form

7.1 Request for Change Proposal Form

(Procuring Entity's Form head)

Date: .....*[insert: date]*
ITT: .....*[insert: title and number of ITT]*
Contract: .....*[insert: name of System or Subsystem or number of Contract]*
To: .....*[insert: name of Supplier and address]*
Attention: .....*[insert: name and title]*

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within ***[insert: number]*** days of the date of this Form.

1. Title of Change: [***insert: title]***
2. Request for Change No./Rev.: [***insert: number]***
3. Originator of Change: ***[select Procuring Entity / Supplier (by Application for Change Proposal), and add: name of originator]***
4. Brief Description of Change: ***[insert: description]***
5. System (or Subsystem or major component affected by requested Change): [***insert: description]***
6. Technical documents and/ or drawings for the request of

   Change: Document or Drawing No. Description
7. Detailed conditions or special requirements of the requested Change: [***insert: description]***
8. Procedures to be followed:
   a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
   b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
   c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
   d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
   e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all it's elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....[***state: "Project Manager" or higher-level authority in the Procuring Entity's organization]***

7.2 Change Estimate Proposal Form

(Supplier's Form head)

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Procuring Entity and address]*

Attention: ..... *[insert: name and title]*

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: .....*[insert: title]*

2. Request for Change No./Rev.: .....*[insert: number]*

3. Brief Description of Change (including proposed implementation approach): .....*[insert: description]*

4. Schedule Impact of Change (initial estimate): .....*[insert: description]*

5. Initial Cost Estimate for Implementing the Change: .....*[insert: initial cost estimate]*

6. Cost for Preparation of Change Proposal*:* .....*[insert: cost in the currencies of the Contract]*, as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier Signed:

.....

Date: .....

in the capacity of: .....*[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.3 **Estimate Acceptance Form**

(Procuring Entity's Form head) Date: .....*[insert: date]*

ITT.....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Supplier and address]*

Attention: .....*[insert: name and title]*

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: *[insert: title]*
2. Request for Change No./ Rev.: *[insert: request number /revision]*
3. Change Estimate Proposal No./ Rev.: *[insert: proposal number/ revision]*
4. Estimate Acceptance No./ Rev.: *[insert: estimate number/ revision]*
5. Brief Description of Change: *[insert: description]*
6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7.4 Change Proposal Form

(Supplier's Form head)

Date: .....*[insert: date]*
ITT: .....*[insert: title and number of ITT]*
Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Procuring Entity and address]*

Attention: .....***[insert: name and title]***

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert: number]*, we here by submit our proposal as follows:

1. Title of Change: *[insert: name]*

2. Change Proposal No./ Rev.: *[insert: proposal number /revision]*

3. Origin at or of Change: *[select: Procuring Entity /Supplier; and add: name]*

4. Brief Description of Change: *[insert: description]*

5. Reasons for Change: *[insert: reason]*

6. The System Subsystem, major component, or equipment that will be affected by the requested Change: *[insert: description]*

7. Technical documents and/ or drawings for the requested Change: Document or Drawing No. Description

8. Estimate of the increase/ decrease to the Contract Price resulting from the proposed Change: *[insert: amount in currencies of Contract]*, as detailed below in the breakdown of prices, rates, and quantities. Total lump sum cost of the Change:

   Cost to prepare this Change Proposal (i. e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: *[insert: amount in days/ weeks]*

10. Effect on the Functional Guarantees: *[insert: description]*

11. Effect on the other terms and conditions of the Contract: ***[insert: description]***

12. Validity of this Proposal: for a period of .....*[insert: number]* days after receipt of this Proposal by the Procuring Entity

13. Procedures to be followed:
    a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within.....*[insert: number]* days from your receipt of this Proposal.
    b) The amount of any increase and / or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: …… *[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.5 Change Order Form

(Procuring Entity's Form head)

Date: .....***[insert: date]***

ITT: .....***[insert: title and number of ITT]***

Contract: .....***[insert: name of System or Subsystem and number of Contract]***

To: .....***[insert: name of Supplier and address]***

Attention: .....***[insert: name and title]***

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. ***[insert: number***], and agree to adjust the Contract Price, Time for Completion, and/ or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: [***insert: name]***
2. Request for Change No./ Rev.: [***insert: request number/ revision]***
3. Change Order No./ Rev.: [***insert: order number/ revision]***
4. Origin at or of Change: [***select: Procuring Entity / Supplier; and add: name]***
5. Authorized Price for the Change: Ref. No.: ***[insert: number]*** Date: ***[insert: date]***

   [insert: amount in foreign currency A] plus ***[insert: amount in foreign currency B]*** plus ***[insert: amount in foreign currency C]*** plus ***[insert: amount in local currency]***
6. Adjustment of Time for Achieving Operational Acceptance: ***[insert: amount and description of adjustment]***
7. Other effects, if any: ***[state: "none" or insert description]***

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....***[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]***

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: .....[***state "Supplier's Representative" or higher-level authority in the Supplier's organization]***

7.6 Application for Change Proposal Form

(Supplier's Form head)

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Procuring Entity and address]*

Attention: .....*[insert: name and title]*

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the

System.

1. Title of Change: .....*[insert: name]*

2. Application for Change Proposal No./ Rev.: .....*[insert: number/ revision]* dated: [*insert: date]*

3. Brief Description of Change: .....*[insert: description]*

4. Reasons for Change: .....*[insert: description]*

5. Order of Magnitude Estimation: .....*[insert: amount in currencies of the Contract]*

6. Schedule Impact of Change: .....*[insert: description]*

7. Effect on Functional Guarantees, if any: .....*[insert: description]*

8. Appendix: .....*[insert: titles (if any); otherwise state "none"]*

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: .....*[state: "Supplier's Representative" or higher-level authority in the Supplier's organization]*

7.7 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

In response to the requirement in your notification of award dated__*[insert date of notification of award]* to furnish additional information on beneficial ownership:_____*[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect…….....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…….. Indirect……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
						…
2.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… …… Indirect…… ……...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…… ….. Indirect…… …
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3. **e.t .c**						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....[insert complete name of the Tenderer]*_____

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

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