Excellence in Agriculture

SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISIONING OF AN ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION – 2025/26

TENDER NO. ADC/5/2025/26

AGRICULTURAL DEVELOPMENT
CORPORATION
P.O. BOX 47101, 00100
NAIROBI, GPO

TEL NOS: - 2250185/695
Email: info@adc.go.ke
Website: www.adc.go.ke

Excellence in Agriculture

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INVITATION TO TENDER

PROCURINGENTITY: *Agricultural Development Corporation (ADC), PO Box 47101 – 00100 Nairobi*

CONTRACT NAME AND DESCRIPTION: Supply, Installation, Configuration, Testing and Commissioning of an Enterprise

Resource Planning (ERP) Solution

1. Agricultural Development Corporation (ADC*)* invites sealed tenders for the Supply, Installation, Configuration, Testing and Commissioning of an Enterprise Resource Planning (ERP) Solution for the entire Organization.

2. Tendering will be conducted under open competitive method *[Select one]* using a standardized tender document. Tendering is open to <u>all qualified and interested Tenderers.</u>

   In case tender is subject to multiple contracts/lots, insert **"Tenderers will be allowed to tender for one or more lots". N/A**

   In case this tender is subject to a Reservation, specify the Group is eligible to tender, Insert e.g.," Tendering to **open to all Small and Medium Enterprises registered appropriately with……Not Applicable…"). Open to all**

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *[insert office hours if applicable i.e., 0900 to1500 hours]* at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements,** Section V - Description of Services of the Tender Document.

4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs. 1,000 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) www.tenders.go.ke or www.adc.go.ke Tender documents obtained electronically will be free of charge.

5. Tender documents may be viewed and downloaded for free from the www.tenders.go.ke or www.adc.go.ke. Tenderers who download the tender document must forward their particulars immediately to adcprocurement2018@gmail.com to facilitate any further clarification or addendum.

6. All Tenders must be accompanied by a tender security of Kshs.500,000.00 from a reputable bank or Insurance company accredited by IRA and valid for 126 days from the tender opening date.

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

8. Completed tenders must be delivered to the address below on or before **24th March, 2026 at 10.30 a.m.** Electronic Tenders **will not** be permitted.

9. 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' designated representatives who choose to attend at the address below.

9. Late tenders will be rejected.

10. The addresses referred to above are:

   A. <u>Address for obtaining further information and for purchasing tender documents</u>

   Agricultural Development Corporation

   Nairobi, Moi Avenue, Development House, 9th Floor, Procurement Office

   P.O. Box 47101 – 00100

   Procurement Manager, 020-2250185/695, adc.mdsoffice@gmail.com; adcprocurement2018@gmail.com

B. **Address for Submission of Tenders.**

       Agricultural Development Corporation

       P.O. Box 47101 – 00100

       Nairobi, Moi Avenue, Development House, 10th Floor, Reception Area

C. **Address for Opening of Tenders.**

       Agricultural Development Corporation

       Nairobi, Moi Avenue, Development House, 10th Floor, ADC Boardroom

PHILIP ODOYO

PROCUREMENT MANAGER

Date_____

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1   This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS.**

2. Throughout this tendering document:

2.1 The terms:

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 contexts or esquires, "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.

2.2   The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

3.1   The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), 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, Tenders 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. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

3.4   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.

4. Eligible Tenderers

4.1   A Tenderer may be a firm that is a private entity, a state-owned entity 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 into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire 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 sub contract or 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 in which they have a substantial or controlling interest shall not be eligible to tender or be awarded 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   or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services 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 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 TDS ITT 2. 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 or of the project implementing agency, 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 conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4   A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

4.5   A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

4.6   A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website 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 take 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   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 may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

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 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract 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   A Tenderer may be considered ineligible if he/she offers 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.

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 is sued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

5.1   All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2   In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document
6. Sections of Tendering Document

6.1   The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

i)   Section I - Instructions to Tenderers (ITT)
ii)   Section II - Tender Data Sheet (TDS)
iii)   Section III - Evaluation and Qualification Criteria
iv)   Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

v)   Section V-Procuring Entity's Requirements

PART 3: Contract

vi)   Section VI - General Conditions of Contract (GCC)
vii)   Section VII - Special Conditions of Contract (SCC)
viii)   Section VIII - Contract Forms

6.2   The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3   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.

6.4   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 and inspect 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 be at the Tenderer's own expense.

8. Pre-Tender Meeting

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 site visit 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 service, 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 ITT6.3. 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 pretender visit of the site of the service 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 ITT10 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 Service 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 webpage identified in the **TDS.** Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10. Amendment of Tender Documents

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 web page in accordance with ITT 8.4.

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 into 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 shall comprise the following:

a   **Form of Tender** prepared in accordance with ITT 14;

b   **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;

c   **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;

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 22.3;

f   **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g   **Tenderer's Eligibility**: documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;

h   **Conformity**: documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and

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

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

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. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

13.3   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.

14. Form of Tender and Activity Schedule

14.1   The Form of Tender and priced Activity Schedule shall be prepared 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 22.3. All blank spaces shall be filled in with the information requested.

14.2   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.

15. Alternative Tenders

15.1   Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.

15.2   When alternative times for completion 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.

15.3   When specified **in the TDS**, Tenderers a reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

16.1   The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.

16.2   All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3   The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, sub mitted by the Tenderer.

16.4   The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.

16.5   The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

16.6   All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

16.7   If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender

all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8   For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17. Currencies of Tender and Payment

17.1   The currency of the Tender and the currency of payments shall be Kenya Shillings.

18. Documents Establishing Conformity of Services

18.1   To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

18.2   Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

18.3   Tender 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 Service provider or group of service providers 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 processor contract management.

18.4   The purpose of the information described in ITT 18.3 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.

18.4   The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. 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.

18.6   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.

18.7   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.

18.8   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:

i)   If the procurement process is still on going, the tenderer will be disqualified from the procurement process,

ii)   if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),

iii) 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.

18.9 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 18.9 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 err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified 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.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In 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 ITT20, it shall also be extended for a corresponding 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.

21. Tender Security

21.1 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**.

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

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

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

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

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

   a. If a Tenderer withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or

   b. if the successful Tenderer fails to:

   c.   sign the Contract in accordance with ITT 46; or

   d.   Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or 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 13.2.

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

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.

22.2 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.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons 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.

22.4 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.

22.5 Any inter-lineation, 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

23. Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope,

or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

    a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and

    b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and

    c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:

        i. in an envelope or package or container marked "ORIGINAL–ALTERNATIVE TENDER", the alternative Tender; and

        ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

a) Bear the name and address of the Procuring Entity.

b) Bear the name and address of the Tenderer; and

c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **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**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. 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.

26. Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) 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 withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

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

27. Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. 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.**

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. 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.

27.3 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.

27.4 Next, 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.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

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

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 The Procuring Entity shall prepare are cord 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 (contract) if applicable, including any discounts; and

   c)   any alternative Tenders;

   d)   The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

   e)   Number of pages of each tender document submitted

27.9 The Tenderers' representatives who a rep resent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E.   Evaluation and Comparison of Tenders

28.   Confidentiality

28.1 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 information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

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

28.3 Notwithstanding ITT 28.2, 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.

29. Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and 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, including any voluntary increase or decrease, 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.

29.2 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.

30. Deviations, Reservations, and Omissions

30.1 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.

31. Determination of Responsiveness

31.1 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 12.

31.2 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 Non-Consulting Services specified in the Contract; or

   ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

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

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

31.6 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 or omissions 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.

31.7 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**.

32. Arithmetical Errors

32.1   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 any way by any person or entity.

32.2   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 arising 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

32.3   Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33. Conversion to Single Currency

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

34. Margin of Preference and Reservations

34.1   Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS.**

34.2   Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, 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 that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35. Evaluation of Tenders

35.1   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. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a)   Substantially responsive to the tendering document; and

b)   The lowest evaluated cost.

35.2   In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

a)   Price adjustment due to discounts offered in accordance with ITT 16.4;

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

c)   converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance withITT33; and

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

35.3   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.

35.4   In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the

methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. 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.

36. Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally High Tenders

Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 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 Tender document.

37.3 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

37.4 An abnormally high 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.

37.5 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 he 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:

   i) 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.

   ii) 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 maybe.

37.6 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.

38. Unbalanced and/or Front-Loaded Tenders

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/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 works, proposed methodology, schedule and any other requirements of the Tender document.

38.2   After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

a)   Accept the Tender; or

b)   require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or

c)   agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or

d)   Reject the Tender.

39.   Qualification of the Tenderer

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

39.2   The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3   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 Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

40.1   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

41.   Award Criteria

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

42.   Notice of Intention to enter in to a Contract

42.1   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 a ward 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 Stand still Period; and

e)   instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43.   Stand still Period

43.1   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.

43.2   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.

44. Debriefing by the Procuring Entity

44.1   On receipt of the Procuring Entity's <u>Notification of Intention to Enter into a Contract</u> referred to in ITT 42, 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 with in five days of receipt of the request.

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

45. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the <u>Letter of Award</u> to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

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

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

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

47. Performance Security

47.1   Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, 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 bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2   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.

48. Publication of Procurement Contract

48.1   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.

49. **Adjudicator**

49.1   The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50. **Procurement Related Complaints and Administrative Review**

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

50.2   A 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 Non-Consulting Services 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.

[Where a new-procurement system is used, modify the relevant parts of the TDS accordingly to reflect thee-procurement process].

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is: **ADC/5/2025/2026** The Procuring Entity is: **Agricultural Development Corporation** The name of the ITT is: Supply, Installation, Configuration, Testing and Commissioning of an Enterprise Resource Planning (ERP) Solution – 2025/26 The number and identification of lots (contracts) comprising this ITT is: **Not Applicable**
ITT 2.2	The Intended Completion Date is **9 Months from the date of contract signing**
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: N/A
ITT 3.4	The firms that provided consulting services N/A
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: **Not Applicable**
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender conference will **not be held** (b) A pre-arranged pretender visit of the site of the works visit will **not be held**
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than **17thMarch, 2026 by 10.30 a.m.**
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website **Not Applicable**
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the Address **The Managing Director, P.O. Box 47101 – 00100, Nairobi** to reach the Procuring Entity not later than **24thMarch, 2026 by 10.30 a.m.** The Procuring Entity shall publish its response at the website **www.adc.go.ke**
	The Procuring Entity shall also promptly publish response at the website **www.tenders.go.ke**
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: *[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender]*
	Other documents required are _____N/A_____

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 15.1	Alternative Tenders **shall not be** considered.
ITT 15.2	Alternative times for completion **shall not be** permitted. If permitted, the range of acceptable completion time is: **Not Applicable**
	If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: **Not Applicable**
ITT 16.7	The prices quoted by the Tenderer **shall not** be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be **126** days.
ITT 21.1	*[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]*
	A Tender Security **shall be** required.
	A Tender-Securing Declaration **shall not be** required.
	If a Tender Security shall be required, the amount and currency of the Tender Security shall be Kshs.500,000.00 from a reputable bank or Insurance company accredited by IRA and valid for 126 days from the tender opening date.
ITT 21.3 (a)	The Contract price shall be adjusted by 15% if applicable. NOT ALLOWED
ITT 22.1	In addition to the original of the Tender, the number of copies is**: Original & One copy**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: Valid Power of Attorney**
	D. Submission and Opening of Tenders
ITT 24.1	For **Tender submission purposes** only, the Procuring Entity's address is:
	THE MANAGING DIRECTOR **AGRICULTURAL DEVELOPMENT CORPORATION** **P.O BOX 47101-00100** **NAIROBI**
ITT 24.1	**The deadline for Tender submission is:**
	Date: **24th March, 2026** Time: **10:30 a.m.**
	Tenderers **shall not** have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at:
	Physical Address: **Nairobi, Moi Avenue, Development House, 10th Floor, ADC Boardroom**
	Date: **24th March, 2026**
	Time: **10:30 a.m.**
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by **4** representatives of the Procuring Entity conducting Tender opening. Each Tender shall be initialed and signed by all representatives and shall be numbered, any modification to the unit or total price

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	shall be initialed and signed by the Representatives of the Procuring Entity
	E. Evaluation and Comparison of Tenders
ITT 31.7	For comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the **average** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings The source of exchange rate shall be: **The Central bank of Kenya** (mean rate) The date for the exchange rate shall be*: **the deadline date for Submission of the Tenders.**
ITT 34.1	Margin of preference allowed or not allowed **No**
ITT 35.2 (d)	Additional evaluation factors shall be **Not Applicable**
ITT 35.4	Tenderers shall **not be allowed** to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	## F. Award of Contract
ITT 49.1	The Adjudicator proposed by the Procuring Entity is to be agreed upon during contract signing. The hourly fee for this proposed Adjudicator shall be to be agreed upon during contract signing. The biographical data of the proposed Adjudicator is as follows: to be agreed upon during contract signing
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: **The Managing Director** **Agricultural Development Corporation** **adcprocurement2018@gmail.com** In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) 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 the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. 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 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.

2 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.

STAGE 1: PRELIMINARY EVALUATION – Mandatory Requirements

NO.	Requirements *(All copies attached must be certified by a Commissioner of Oaths as true copies of the original) *
1	Copy of Certificate of Company Registration/Incorporation issued by Registrar of Companies certified by a Commissioner of Oath
2	Copy of Pin Certificate issued by Kenya Revenue Authority certified by a Commissioner of Oath
3	Copy of valid Tax Compliance Certificate issued by Kenya Revenue Authority certified by a Commissioner of Oath
3	Copy of Business Permit Certificate issued by County Government certified by a Commissioner of Oath
	Copy of CR12 NOT older than 6 months from the Registrar of Companies certified by a Commissioner of Oath
4	Must submit a duly filled, signed and stamped Confidential Business Questionnaire.
5	Must submit a duly filled, signed and stamped Certificate of Independent Tender Determination
6	Must submit a duly filled, signed and stamped Self Declaration that the person/tenderer is not barred in the matter of the Public Procurement and Asset Disposal Act 2015 (SD 1)

7	Must submit a duly filled, signed and stamped Self Declaration that the tenderer will not engage in any corrupt or fraudulent practice (SD 2)
8	Duly filled, signed and stamped BENEFICIAL OWNERSHIP INFORMATION - (BOI) DISCLOSURE FORM
9	Must submit a duly filled and stamped Integrity Declaration Form.
10	The bid document must be serialized up to the last page as articulated in the PPADA 2015 Section 74 (1) including and not limited to attachments, etc.
11	Must submit a duly filled, signed and stamped Form of Tender on the Tenderer's Letterhead
12	Company Profile
13	Provide Audited Accounts for 2024, 2023 and 2022 with a gross turn-over of at least 50 Million per year. The audited accounts must be stamped by the auditing firm and signed by the Lead Auditor and Director(s) of the company for authentication purposes.
14	A tender security of Kshs.500,000.00 from a reputable bank or Insurance company accredited by IRA and valid for 126 days from the tender opening date
15	Evidence of Physical location of the company/firm (title deed or lease agreements)
16	Must provide references of at least 5 similar projects, with each contract amounts of 20 million and above for the period 2025 – 2023 (Attach recommendation letters printed on client's letter head duly signed with the following details: Name of the contact person, Email address and Telephone number, contract amount, contract period) You **MUST** also attach certificate of completion
17	Valid development and implementation authorization certificate (minimum of Gold or equivalent level) from the product developer/solution's copyright holder
18	Attach copy of Valid certificate of accreditation with ICT Authority: category – Systems and Applications, Grade: ICTA 3 or above. (This MUST have been acquired prior to the date of Publication of this tender)

STAGE 2: TECHNICAL EVALUATION

Technical evaluation will be undertaken in three stages:
- (a)   Firm and team experience
- (b)   Conformity to technical requirements.
- (c)   System Demo

A. Firm and Team Experience

Firm's Experience

Evaluation Attribute	Criteria
Must have a minimum of 5 years experience implementing Public Sector ERP solutions *Provide a list of relevant projects handled and their timelines	Below 5 years – 0 5 - 7 years – 2 marks 7 years above -8 marks
Previous handling of five (5) similar projects in scope and complexity in the last five (5) years. *Attach copies of LPO/LSO/contract along with completion certificates.	2 marks each (Max 5 marks)
Total	**13 Marks**

The Corporation reserves the right to seek additional supporting documents for the above projects.

Team's Experience	
Evaluation Attribute	**Criteria (1 mark per attribute)**
Project Manager ⬚ Master's Degree in Business Administration, Finance or project Management ⬚ Bachelor's Degree in Computer Science or related field ⬚ A certification in project management preferably prince 2 ⬚ At least five (5) years' experience implementing the proposed ERP Solution. ⬚ Has led teams in the development of at least four relevant and comparable assignments in the last seven years.	Max 5 Marks
System Designer • Bachelor's Degree in Computer Science or related field • Experience of a minimum of four (4) years in ERP Design. • Has participated in the respective role in at least two relevant and comparable projects in the last seven years.	Max 3 Marks
System Developer #1 • Bachelor's Degree in Computer Science or related field • Experience of a minimum of four (4) years in ERP Development. • Has participated in the respective role in at least two relevant and comparable projects in the last seven years.	Max 3 Marks
System Developer #2 • Bachelor's Degree in Computer Science or related field • Experience of a minimum of four (4) years in ERP Development. • Has participated in the respective role in at least two relevant and comparable projects in the last seven years.	Max 3 Marks
Solution Implementer • Bachelor's Degree in Computer Science or related field • Experience of a minimum of four (4) years in ERP testing, data migration and user training. • Has participated in the respective role in at least two relevant and comparable projects in the last seven years.	Max 3 Marks
Total	**17 Marks**

B. Conformity to the technical requirements

No	Evaluation Attribute	Max Mark
1.	The timelines provided in the work plan must be SMART and logically sequenced.	2
2.	Provided an appropriate approach for requirements gathering and validation	2
3.	Provided an appropriate approach for systems integration	2
4.	Provided an appropriate approach for Testing and piloting	2
5.	Provided an appropriate approach for training of all users	2
6.	Provided an appropriate approach for data migration	2
7.	Provided a detailed Support & Maintenance Plan with incident resolution and regular patches and upgrades.	4
8.	Demonstrated how change management will engage the various stakeholders	4
9.	Provided an appropriate change request management plan	2
10.	The proposed system has robust business intelligence and reporting tools	4
11.	Provided an adequate project management approach and tools	2
12.	Provided a draft hosting Infrastructure specification and diagrammatic layout for the system	2
13.	**Compliance to the Technical Requirements** The solution will be evaluated on meeting the detailed objectives and specific deliverables. *(Full compliance = 20 marks, Consideration based on clarity)*	**20**
	Total	**50**

Bidders who score a minimum of **60 out of 80 marks from A and B** shall proceed to the next stage of evaluation.

C. System Demo

At this stage, bidders will be invited to give a demonstration highlighting the capabilities of the proposed ERP solution in line with ADC requirements.

No	Criteria	Marks
1	System is easy to use and has a clean interface, uses web based technology and is mobile responsive	3
2	Seamless end to end demonstration of all modules	7
3	The demonstrated system has robust business intelligence and reporting features of all modules	3
4	The demonstrated system supports integration to other systems (internal and external)	3
5	Demonstrate adequate security features.	4
	Total	**20**

Bidders who score a minimum of 15 out of 20 marks shall proceed to the next stage of evaluation.

Due-Diligence
The Corporation shall conduct due diligence to verify the authenticity of information provided in the bid document. Any variation **shall** lead to automatic dismissal.

STAGE 3: FINANCIAL EVALUATION

The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -
Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - S = St x T %
+ Sf x P %. **The firm achieving the highest combined technical and financial score will be invited for negotiations.**

3 **Tender Evaluation (ITT 35)**

   Price evaluation: in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply:

   i)   **Alternative Completion Times, i**f permitted under ITT 15.2, will be evaluated as follows: **Not Allowed**

   ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 15.3, will be evaluated as follows: **Not Applicable**

   iii) **Other Criteria; i**f permitted under ITT 35.2 (e): Not Applicable

4 **Multiple Contracts**

   Multiple contracts **will not** be permitted in accordance with ITT 35.4.

5 **Alternative Tenders (ITT 15.1)**

   The Procuring Entity **shall NOT** consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements.

6 **MARGIN OF   PREFERENCE**

   Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

   6.1   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 foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

   6.2   Contractors applying 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 contractor's qualifies for a margin of preference.

   6.3   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%).

   6.4   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, a 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 ender 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.

7   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 turnover of Kenya Shillings **30,000,000.00** equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **5** years.

   iii)   At least **5** 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 **30,000,000.00** equivalent.

   _____

   iv)   Contractor's Representative and Key Personnel, which are specified as in Section III of the Evaluation and Qualification criteria

   v)   Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* **Not Applicable**

   _____

   _____

   vi)   Other conditions depending on their seriousness.

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

      Tenderer shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer in the last **5 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 **5 years**. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

1 FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i)   *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*

ii)   *All italicized text is to help Tenderer in preparing this form.*

iii)   *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDERDETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

iv)   *TheFormofTendershallincludethefollowingFormsdulycompletedandsignedbytheTenderer.*

   a)   *Tenderer's Eligibility-Confidential Business Questionnaire*

   b)   *Certificate of Independent Tender Determination*

   c)   *Self-Declaration of the Tenderer*

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

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

Alternative No.:_____[*insert identification No if this is a Tender f or 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 ITT9;

b)   **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c)   **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;

d)   **Conformity:** We offer to provide the non-consulting Services inconformity with the tendering document of the following: [*insert a brief description of the Non-Consulting 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 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 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) a s a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

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 ineligible under Kenya's 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 4.6*];

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, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

a) *[Delete if not appropriate, or amend to suit]*We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

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.

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 Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from_____(*specify   website*) during the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have completed fully and signed 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.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption"** attached to the Form of Tender.

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

i. 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 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,		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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 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)*

ii. 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 tender]* 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:

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

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

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

4. 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;

5. The Tenderer discloses that [check one of the following, a s 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;

6. 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;

7. 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;

8. 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, which ever 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]

iii. SELF- DECLARATION FORMS

<div align="center">

FORM SD1

</div>

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 herein 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's 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 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………..

iv. APPENDIX1-FRAUDANDCORRUPTION

(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 *(no. 33 of 2015)* and its Regulation, and any other 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 1.1above.

2.2   Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 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 be low highlight Kenya's policy of no tolerance for such practices and behavior:

   1)   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;

   2)   A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

   3)   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;

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

3.   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 tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4.   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;

4.1   If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (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 a warding officer. etc.

   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 set forth below as follows:

   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:

a) 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

b) 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.

c) Defines more specifically, in accordance with the above procurement 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 process or 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 he 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 Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;

e) Requires that a clause be included in 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 above 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.

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[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 rendering, 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 thereof 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.

2   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:...*[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 ITT4.6 documents

   establishing:

   i)   Legal and financial autonomy

   ii)   Operation under commercial law

   iii)   Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

   ☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8.   Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderers 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]*

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 that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

Beneficiary:_____ **Request for Tenders No:**_____ **Date:**
_____ **TENDER**

GUARANTEE No.:_____

Guarantor: _____

1. We have been informed that_____(here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after 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.

4   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.

5   TENDER-SECURING DECLARATION FORM

[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 he 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

QUALIFICATION FORMS

6   FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, 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		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

7   FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	**Name of owner**	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

8   FORM PER - 1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

1.	**Title of position:** Contractor's Representative	
	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*]
5.	**Title of position:** *[insert title]*	
	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*]

9   FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
Details		
	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

DECLARATION

I, the undersigned...............................*[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	Details
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

    a)   be taken into consideration during Tender evaluation;

    b)   result in my disqualification from participating in the Tender;

    c)   result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel:_____*[insert name]*

Signature:_____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature:_____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

10   FORM ELI -1.1

Tenderer Information Form

Date:_____

ITT No. and title:_____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: *[indicate country of Constitution]*
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information   Name: _____   Address: _____   Telephone/Fax numbers: _____   E-mail address:_____
1. Attached are copies of original documents of   ☐   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, letter 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   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

11. **FORM ELI -1.2**

Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)

Date:_____

ITT No. and title:_____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ 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 that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

12. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non- performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐　　　No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

☐　　　Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Financial Situation and Performance

Tenderer's Name:

Date:

JV Member's Name

ITT   No.   and   title:

Financial Data

Type of Financial information in_____ (currency)	Historic information for previous _____*years,* _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for_____years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor3.1.The financial statements shall:

a)   Reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

b)   Be independently audited or certified in accordance with local legislation.

c)   Be complete, including all notes to the financial statements.

d)   Correspond to accounting periods already completed and audited.

Attached are copies of financial statements[1]for the_____years required above ; and complying with the requirements

_____
[2]*If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.*

Average Annual Construction Turnover

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

Annual turnover data (construction only)			
Year	**Amount Currency**	**Exchange rate**	**Kenya Shilling equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

.   .

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

15. **FORM FIN–3.3:**

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 construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	**Source of financing**	**Amount (Kenya Shilling equivalent)**
1		
2		
3		

16. **FORMFIN–3.4:**

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter 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.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1					
2					
3					
4					
5					

17. FORM EXP-4.1

General Construction Experience

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

_____Page_____of

_____pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name:_____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name:_____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name:_____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

18.   FORM EXP -4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name:

Date:

JV Member's Name

ITT No. and title:

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount		**Kenya Shilling**		
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

19.   FORMEXP-4.2(b)

Construction Experience in Key Activities

Tenderer's Name:_____

Date:_____

Tenderer's JV Member Name:_____

Sub-contractor's Name[3] (as perITT35):_____

ITT No. and title:_____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1.   Key Activity No One:_____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount		**Kenya Shilling**		
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

_____
[3] *If applicable*

2   Activity No. Two

3. …………………

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

SCHEDULE FORMS

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Procuring Entity's Requirements.]*

WORK SCHEDULES AND SPECIFICATIONS

1. The Specifications and Priced Activity Schedules

Date: _____, ITT No: _____, Alternative No: _____					Page N° _____ of _____		
1	2		3	4	5	6	7
Service N°	Description of Services		Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
[insert number of the Service Line]	*[insert name of Services]*			*[insert delivery date at place of final destination per Service]*	*[insert number of units]*	*[insert unit price per unit]*	*[insert total price per unit]*
Service Line No 1	Supply, Installation, Configuration, Testing and Commissioning of an Enterprise Resource Planning (ERP) Solution		All modules listed	Throughout the contract period			
No 2							
No 3							
No 4							
No 5							
NB; 1) The total tender price indicated here is the price to be filled in the form of tender as final total price. 2) The vendor shall list all related costs in the schedule above concerning the service as appropriate.					Total Tender Price		

Name of Tenderer ....*[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]*

2. Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment in puts].

The bidder to propose a suitable methodology based on the scope of works in the terms of reference. This will be verified and considered during demonstration.

3. Work Plan

[Procuring Entity shall provide main features of the work plan that the Tenderer should provide in the tender for carrying out the contract, from beginning to the end].

The bidder to propose a suitable methodology based on the scope of works in the terms of reference. This will be verified and considered during demonstration.

4.   Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)

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*] For the attention of Tenderer's Authorized Representative

Name: ....[*insert Authorized Representative's name*]

Address: ....[*insert Authorized Representative's Address*]

Telephone 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 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)

Procuring Entity: ....[*insert the name of the Procuring Entity*]

Contract title:... [*insert the name of the contract*]

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 in relation 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 Tender*]

ii). 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	Tender price	Evaluated Tender price (if applicable)
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]

iii).   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*]

If your request for a debriefing is received within the3Business 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.

iv.   How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [*insert date and 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 Stand still Period and received by us before the Stand still Period ends.
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 tendering process, 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 period stated above.

4.   You must include, in your complaint, all of the information required to support the complaint.

5.   The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be

refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke

v). 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 as stated in Section 4 above. 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**

[Form head paper of the Procuring Entity]

....*[date]*

To:...*[name and address of the Service Provider]*

This is to notify you that your Tender dated*[date]*forexecutionofthe*[nameoftheContractandidentificationnumber, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the tender document.

Please return the attached Contract dully signed

AuthorizedSignature:...

.

Name and Title of Signatory:...

Name of Agency:..

Attachment: Contract

2. FORM OF CONTRACT *[Form*

head paper of the Procuring Entity]

LUMP SUM REMUNERATION

This CONTRACT (herein after called the "Contract") is made the *[day]* day of the month of*[month]*,*[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the "Procuring Entity") and, on the other hand, *[name of Service Provider]*(hereinafter called the" Service Provider").

[**Note***: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:*"…(herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider]and[name of Service Provider](herein after called the "Service Provider").]

WHEREAS

a)   The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

b)   the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……………………;

NOW THEREFORE the parties hereto hereby agree as follows:

1.   The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

a)   The Form of Acceptance;

b)   The Service Provider's Tender

c)   The Special Conditions of Contract;

d)   The General Conditions of Contract;

e)   The Specifications;

f)   The Priced Activity Schedule; and

g)   The following Appendices: [**Note***: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix   C: Subcontractors Appendix
D: Breakdown of Contract Price
Appendix E: Services and Facilities Provided by the Procuring Entity

2.   The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:

a)   The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

b)   The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

INWITNESSWHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of_____*[name of Procuring Entity]*

_____[Authorized Representative]

For and on behalf of *[name of Service Provider]*

_____[Authorized Representative]

[**Note** :*If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the Service Provider

....*[name of member]*

....*[Authorized Representative]*

.... *[name of member]*

....*[Authorized Representative]*

4   **FORM OF TENDER SECURITY** (Bank Guarantee) [The bank shall fill in this *Bank*

Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or

SWIFT identifier code]

Beneficiary:...................................*[Procuring Entity to insert its name and address]*

ITT No.:...*[Procuring Entity to insert reference number for the Request for Tenders]*

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

alternative] **Date:** ....*[Insert date of issue]*

TENDER GUARANTEE No.:..*[Insert guarantee reference number]*

Guarantor: ....*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that_____*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]*(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of_____under   Request   for   Tenders   No. _____("The ITT").

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

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 Form of Tender ("the Tender Validity Period"), or any extension there to provide 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 thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; 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.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[Signature(s)]

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

5. FORM OF TENDER SECURITY (TENDER BOND) [The Surety shall fill *in this*

Tender Bond Form in accordance with the instructions indicated.] BOND NO._____

BY THIS BOND *[name of Tenderer]* as Principal (herein after called "the Principal"), and *[name, legal title, and address of surety],***authorized to transact business in Kenya** *,*as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[amount of Bond][amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the_____ day of_____, 20_____, for the supply of *[name of Contract]* (herein after called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

    c)   has withdrawn its Tender during the period of Tender validity set for thin the Principal's Form of Tender ("the Tender Validity Period"),or any extension there to provided by the Principal; or

    d)   having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide 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 Surety 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.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrespective names this_____day of_____20_____.

Principal:_____   Surety:_____
    Corporate Seal (where
    appropriate)

_____   _____
(Signature)   *(Signature)*

(Printed name and title)   *(Printed name and title)*

6. FORM OF TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:......................................*[date (as day, month and year)]*

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

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

To:.. *[complete name of Procuring Entity]* We, the undersigned, declare

that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing

Declaration.
We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]*starting on *[date],*if we are in breach four obligation(s) under the Tender conditions, because we:

    a)   Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or

    b)   having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer*****

Name of the person duly authorized to sign the Tender on behalf of the Tenderer******

Title of the person signing the Tender

Signature of the person named above

Date signed   day of   ,

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

**: Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

*[**Note:** In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.*

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

SYSTEM SPECIFICATIONS AND DRAWINGS

Background
Agricultural Development Corporation was established under in 1965 through an Act of Parliament CAP 346 to facilitate the land transfer programme from European Settlers to locals following independence. After successful completion of the programme, revision of the objectives of the Corporation was carried out in 1986 resulting in the Act of Parliament CAP 444.

As an established institution, ADC has no integrated enterprise resource management system to effectively manage and administer business processes. The business processes that are currently automated operate independently while most other processes are done manually; creating information silos and hinders cross-functional synergy. The lack of a central repository, large volumes of data generated, rapid demands of the corporate environment and the need for synergy across organizational processes has necessitated the acquisition of a system customized to fit ADC processes.

The Corporation seeks to acquire a comprehensive ERP system that is public sector inclined, web based and supports workflows. The system will replace some independent systems and integrate with the remaining thus breaking the information silos.

Purpose of this document
The Corporation requests the services of a vendor to implement an ERP and integrate it with existing applications. The purpose of this document is to set out the terms of reference for the implementation and seeks to establish to the greatest possible extent complete clarity regarding the requirements for both parties to the agreement resulting from this request for proposal.

The functional units of ADC
The Corporation is comprised of the following functional units: Technical, Sales and Marketing, Legal Services, HR, Planning and Administration, Accounts & Finance, Supply Chain Management, Internal Audit, ICT and Public Relations

Existing Systems
The Corporation currently has Sera System (Procurement and Finance), Fleet Tracking System and Biometric Access Control.

Scope of Services for the ERP Solution

The scope of the services required for the ERP solution shall include:

1. Supply, Installation, Implementation, Customization, Testing, Training and commissioning of a licensed ERP Software and related software utilities and add-ons.
2. Supply and installation of a licensed database management system
3. Project Implementation Services
    i. System Documentation including: Requirements document, Design document/technical manuals, Operational manual/Users' guide, Administration manuals
    ii. Implementation and customization of various modules
    iii. User Acceptance Testing (UAT)
    iv. Data Migration from current data formats
    v. Integration with existing systems
    vi. Training – Administrators, Senior Users and all other end Users
    vii. Launch and Go Live hand holding support
4. Post Implementation Services
    i. Annual Technical Support (ATS) for Application Software and Users (the first year MUST be provided as part of proposal)
    ii. Additional Customization, add-ons setup and upgrade rollout
    iii. Supply of additional Licenses for Packaged Solution Modules
    iv. One-year warranty for the ERP (period to commence after commissioning and stabilization of the system)
    v. Statement of the recurrent costs
5. Provide specifications of the required hardware environment
6. Provide the support plan during the warranty period

ERP Modules and Features

The Corporation seeks to acquire an easy to use, web-based ERP system that supports workflows with the following modules and features to be executed.

1. CROPS MODULE

Sub modules: Each sub modules will provide information needed to manage an efficient and profitable business in;

A. Crop enterprises:
- Seed maize/commercial maize/Silage maize
- Seed potato
- Small grain crops- wheat and barley,
- Oil crop - canola
- Legumes as seed bean
- Fruits - Water melon and citruses
- Ratoon crops - sugarcane

B. Research and Development
C. Contract Production (outgrowers)
D. Reporting

No.	System Requirements	Bidders response	Reference page in the document
A.	**SEED MAIZE/CITRUS/SEED BEANS SEED POTATOES- ALL CROP ENTERPRISES**		
i.	**Field allocation (background)** • Details: month, financial year, region, unit • Variety to be planted: approximate area • Previous cropping history field area/ block number/crop number • Isolation distance / person confirming the distance • Field selection/crop enterprise allocation **Soil sampling** • Date of sampling and person/company who sampled/ laboratory analyzing • Fields/block sampled • Date of receiving result • Sampling result: pH, EC, Nutrient content • Recommendation summary **Land preparation** • Record on prevalent weed types prior to land preparation • Fields sprayed with herbicides for land preparation/target area vs sprayed for week and		

	actual cumulative sprayed • area done: conservative tillage or minimal tillage • breaking, ploughing, re-plough, harrowing, light harrowing areas • Soil sampling • Fields sampled results done . **Planting** • Enterprise/ crop to be planted • Target area to plant vs actual area planted • Range of lot no of labels e.g potato • Variety and status of seed being planted • Date of calibration of equipment, confirmed by • Mode of planting- manual/mechanical • If oranges/watermelons/horticultural crops- furrow spacing/ fertilizer applied/ dates of establishment • Plant spacing • Seed rate used per Ha, and other inputs such as fertilizers/bio fertilizers/insecticides/fungicide and their application rates used • Labour used vs area planted • For potato seed : Indicate seed size I or II, ware, chats – how many bag used • KEPHIS registration: • serial no SR_5, date of submission, date of approval • Indicate if labels are attached, serial number . **Ridging/ Earthing up** • Expected date of ridging • Variety/ status and area to be moulded • Actual date of ridging/date completed . **Weed control** • Date due for herbicide application • Herbicide used/ Application rate used • Area to be sprayed • Amount of herbicide used, cumulative amount used . **Pest and Disease controls (GLS, PLRV, citrus canker, TWSV etc)** • Date due for fungicide/insecticide application • Fungicide/insecticide used			

	• Disease noted/ Type of pest observed • Date of 1st observation • Application rate used . **Rogueing** • Plant population before rogueing • Reason for rogueing- off types, volunteers • Date of rogueing • Extend of rogueing • Plant population after rogueing • Labour used and area covered . **Detasseling** • Date scheduled to start • Which unit/fields/varieties and area • Schedule for detasseling in the region- attach • Expected date of completion and actual date of completion • Reasons for delay in detasseling . **Inspection** • Expected date of 1st inspection • Inspection SR6 No and date done • Variety/status/unit • No of inspection done: first; second; third; fourth • Date of detassling or dehaulming **For seed maize/beans**: Pre-harvest inspection sheet details: Date given/date received by unit • Inspectors comment: REJECTION: APPROVED • Result of moisture content analysis **For seed potato** • Bacterial wilt sampling date: • BW result receipt date • BW results REJECTION: APPROVED . **Harvesting procedure** • Expected harvest dates and actual date on the start of harvest • Crop no being harvested/ variety and status • Total area vs harvested area • No of cob bags/combine bag harvested • Weighed number of bags produced- 14kg/ 50kg /70kg /80kg and 90kg		

<table><tr><td> - Produce delivery No (stores module), signed by - Number of conforming cob bags . Weather forecasting - Altitude of unit - Rainfall in mm- min and max - Temperature measure ^{0}C - RH% - Weather at harvest: dry, drizzle, rainy . Transport and delivery - Date of delivery - Variety/status delivered - Time of delivery - Unit delivering - Quantity delivered - Delivery note number and date of delivery - Transport used: Driver name: ID/Lorry/vehicle registration number /permit number - Weight of seed if maize or potato with produce and without produce (at point of delivery) - Cumulative delivered/ Pending delivery amount . Seed grading - SRN issuing seed no…Date of issue - Variety/status/lot number - For maize- rejects, diseased, rotten - For potato the number of bags graded- SI, SII, ware, undergrades, chats for potatoes x 50kg bags - Number of bag delivered to KSC or ADC seed unit - PDN number date entered (stores module) - Date requested for labels, date labeled - Number of labels received - Status : Seed preserved/ seed sales - Seed labelling: Request for work order SR_{8c} and labels requested - Date/number of labels . Post-harvest handling (Seed losses/disposal of perishable products-potato, watermelon, tomatoes etc) - Number of bags - Variety/Status/Date/Issue </td></tr></table>		

	• Unit requesting disposal • Number of bags • Reasons for disposal • Approximate cost of seed to be disposed • Checked by: • Confirmed by: • Approved by 1. 2.		
B.	**RESEARCH AND DEVELOPMENT**	**Bidders response**	**Reference page in the document**
	. Adaptability studies • Plan and list the number of research activities to be carried out • Design the trial of the research activities to be carried out • Establish and observe the trials for various aspects running concurrently in Kitale, Nakuru and Kiswani • Trials on new variety performance and their adaptability to different environments and agronomic factors- weed control, pests and disease, fertilizers, fertigation • Analyze data relating to the trials • Conclude and recommend on best practices and rates to be used. **. Technology adoption** • Pest and disease scouting- type of pests in the different AEZ, monitor disease pressure/ type of pesticides used, application rates, • Nutrient management- fertilizers- N,P,K, bio stimulants used, type, rates • Weather forecasting and predictions- rainfall patterns, blight predictions • Monitor crop performance under different production system under rainfed, irrigated systems, green houses and field conditions • Storage factors and post-harvest handling of corporate products- seeds stored in the cold storage facility vs DLS vs Seed unit for seed maize, livestock genetics germplasm • Software in data collection and analysis		

	. **Quality control** • Check on list of new varieties/animal feeds/raw materials/finished products/ milk products etc developed/used by the corporation, the year, unit and person responsible • List of crop licenses governing seed production and their status of updates e.g KEPHIS registration /KEBS regulation/ NARCOSTI permit /AFA membership, UPOV compliance etc • Capture what product quantities are labelled quarterly, annually • Random sampling results from alternate confirmatory tests- ELISA, PCR/ AGAR for soil, water, disease, plant samples **.** **Management reporting** • Smart farm software or models to easily input and access data from all the regions easily • Decision support on cost of production of crop enterprises and pricing of products		
C.	**CONTRACT PRODUCTION (outgrowers)**	**Bidders response**	**Reference page in the document**
	• Name of individual farmer/Company • ID /PIN No • Contact • Date of application • Date of approval to be outgrower • Ref no approval • Crop to grow • Variety and area allocated • Unit /season to grow • Field Production • Yields per Ha, Variety performance		
D.	**REPORTING**	**Bidders response**	**Reference page in the document**
	• Daily reports, weekly reports • Monthly reports • Quarterly reporting/Annual performance reports		

2. LIVESTOCK MODULE

Sub module: All Sub modules to provide information needed to manage an efficient and profitable business in;
- A. Dairy
- B. Beef
- C. Sheep
- D. Piggery
- E. Semen Production & Ai Training
- F. Animal Feed Production

No.	System Requirements	Bidders response	Reference page in the document
A.	**DAIRY**		
	• **Cow Information Cards** – ability to show lifetime history of AI's, production, calving's, mastitis, other medical and weight recordings. Production graphs as well as weight recording graphs are available for individual animals as well as the entire dairy herd. • **Milk Recording** –ability to show official or unofficial milk recording facility. Electronic transfer of milk recordings to laboratories for testing and automated import of results highlighting problem dairy cows with high somatic cell counts together with their somatic cell count history and mastitis problems over their lifetime. • **Milking Machines** – The module to be linked to the major electronic milking machines and other data capture devices thus saving having to recapture milk into the module. • **Veterinary History** – to provide option to generate a vet visit report with all dairy cows overdue for calving, not cycling, cycled after pregnancy tested positive, due for pregnancy testing together with all their current medical history. • **Fertility History** ie: ability to show heats, services, calvings, etc. – Fertility history of AIs, heats, pregnancy test results on each dairy animal as well as conception stats by bull or inseminator can be extracted.		

B.	BEEF	Bidders response	Reference page in the document
	• **Cow Information Cards for breeding herds and bulls** – ability to show lifetime history of servings, calving's, medical and weight recordings. weight recording graphs are available for individual breeding animals.		
	• **AI or Group Servings** – ability to show if the user is doing AI, this can be recorded per individual cow, and pregnancy tests then entered against each AI record. Should the user be doing group servings, he can enter the date the bulls entered the herd and date they left and a serving record will be created for each cow in that group. Bull conception statistics can be extracted.		
	• **Calving's** – ability to show Progeny and inter-calving periods showing cows that have not calved annually. Birth Notifications can be printed for the Breed Society or sent electronically to Stud Book		
	• **Weight recordings –** ability to show average daily gain (ADG) and enabling user to extract animals not gaining at target ADG's currently and over lifetime.		
	• **Medications / Inoculations** – ability to show action reminders which are set up to remind the user of any inoculation or action that needs to be done on an animal at regular intervals or at a certain age. Medications can also be captured against each animal.		
	• **Sale information** – Records of the animals sold live at stock sales; as well as, the records of the buyers. The user can also select the animals he wishes to sell and then generate his own 'Sales Catalogue' with all the details a buyer would require, ie. Genetics, growth performance, number of calvings and pregnancy status. This is particularly useful for on farm sales.		
	• **Feed consumption –** If feed is being mixed by the user, he can keep records of stock of all raw materials, recipes of mixed feed and then record mixes made which automatically adjusts stock levels of ingredients as well as complete feed. Feed conversions, as well as cost per kilogram gained are calculated.		

C.	SHEEP	Bidders response	Reference page in the document
	• **Fertility** – Monitor sheep fertility performance by keeping track of services, pregnancy tests, lambing and weaning details on ewes as well as conception statistics on rams. • **Monitor indexes** – including growth phase information such as birth and rearing status, average daily advances and corrected weights etc • **Marketing** – Monitor marketing, days to market and culling information relating to the sale. Easy analysis of reasons for culling as well as grade out information which can be related back to the rams. • **Weighing** – Linking to electronic scales is also available for weighing of animals. Reports can be printed highlighting animals not achieving a target ADG. • **Medications** – the user can set up the sheep inoculation schedule they wish to follow and reminders are produced to ensure good flock health. All medications can also be captured against each animal.		
D.	PIGGERY	Bidders response	Reference page in the document
	• **Animal Information Cards** – Showing lifetime history of AI's, production, farrowings, medical history and weight recordings. Production graphs as well as weight recording graphs are available for individual animals or group. • **Weigh recordings** – Weights can be captured or imported from selected scales to highlight animals not growing at the target ADG. • **Veterinary History** – Option to generate a vet visit report with all pigs overdue for farrowing, not cycling, cycled after pregnancy tested positive, due for pregnancy testing together with all their current medical history. • **Fertility History** ie: heats, services, farrowings, etc. – Fertility history of AIs, servings, heats, farrowings, pregnancy test results on each animal as well as conception stats by boar or inseminator can be extracted. • **Grade outs** – Information on grade outs can be recorded with the monetary value you received when selling an animal. This can be linked back to the boar		

		Bidders response	Reference page in the document
	as well. **NB;** • All sub-modules to have ability to show values of livestock at different stages and generate a summary. • Ability of all sub-modules to generate a monthly livestock statement. • All modules to show what events are due this week or in the next few months and are fully modifiable to suit each different scenario.		
G.	**REPORTING**	**Bidders response**	**Reference page in the document**

	The division requires a module to simplify reporting to management and for executive reports;
	a.) Reports;
	  1. Daily reports
	  2. Weekly reports
	  3. Monthly reports
	  4. Quarterly reporting
	  5. Executive reporting		

	b.) Track key performance indicators in dairy;
	
	  1. Average milk productivity (kgs/cow/day)
	  2. % cows in milk
	  3. Calving %
	  4. Mortality %
	  5. Av.Age at 1st calving (Months)
	  6. Av. Calving interval(Days)
	  7. Sale of animals (Breeding, B/Cs, C/Cs)
	  8. Livestock Growth %
	  9. Average Herd Size
	  10. Services per Conception (Ratio)		

	c.) Track key performance indicators in beef;
	  1. Average breeding herd size
	  2. Calving %
	  3. Off-take
	  4. Mortality %
	  5. Average Herd Size
	  6. Growth rate		

E.	SEMEN PRODUCTION & AI TRAINING	Bidders response	Reference page in the document

	PRODUCTION
	- Bull performance tracking
	- Semen collection scheduling
	- Dilution/extrusion logs
	- Batch processing workflows
	
	LABORATORY
	- Quality control (motility, concentration)
	- Disease testing integration
	- Batch approval/rejection workflows
	- Compliance (ISO 9001, OIE standards)
	
	INVENTORY
	- Straw storage monitoring (liquid nitrogen levels)
	- Semen Inventory Manager
	- Stock reconciliation
	
	SALES & CRM
	- Order processing
	- Customer portal for distributors
	- Delivery scheduling
	- Invoice/payment tracking
	
	ANALYTICS
	- Real-time dashboards
	- Production yield reports
	- Bull fertility KPIs
	- Sales trend analysis
	
	Mobile Solution for AI Service Providers
	• **Straw Traceability**: Scan QR codes to record:
	   o Animal ID, breed, location
	   o Insemination date/technician
	   o Semen batch ID & bull genetics
	• **Offline Functionality**: Data sync when internet available.
	• **Pregnancy Outcomes**: Log conception results for genetic performance analysis.
	• **Alert System**: Notify farmers of optimal insemination windows.		

	Integration Requirements • **Lab Equipment**: Interface with microscopes, spectrophotometers, and freezers. • **External Systems**: Sync with government databases (e.g., Kenya Animal Genetic Resources Centre). • **IoT Devices**: Monitor storage tank temperatures and alert deviations.		
	ARTIFICIAL INSEMINATION (AI) TRAINING	**Bidders response**	**Reference page in the document**

	Trainee Management
	
	● Trainee registration & profiles
	
	  • Name, ID/passport, gender, contact
	  • Education level / experience
	  • Farmer / technician / student category
	
	● Intake & cohort management
	● Attendance tracking (daily / session-based)
	● Alumni tracking (post-training)
	
	Course
	
	● Course content
	● Training duration & schedules
	
	Trainer & Staff Management
	
	● Trainer profiles
	● Session allocation
	● Performance feedback (from trainees)
	● Trainer payment / allowance tracking
	
	Practical Session
	
	● Practical session planning
	● Farm / field location
	● Animal identification
	● Semen inventory(Bull ID, Breed, Source, Straw number)
	
	Assessment & Certification
	
	● Exam results		

	- Trainer evaluation remarks - Certificate issuance - Certificate serial number tracking **Billing Module** - Training fees - Sponsorships - Receipts & invoicing - Trainer payments **Reporting & Analytics** - Trainee enrollment & completion rates - Trainer performance **Mobile & Offline Capability** - Photo uploads (animal tag, procedure proof) - Digital signatures		

3. ANIMAL FEEDS PLANNING AND PRODUCTION MODULE

SUMMARY

A. Master Data
B. Inventory & Warehouse: Track stock & movement
C. Procurement: Manage supplier sourcing
D. Quality: Ensure feed quality & compliance
E. Planning & Forecasting: Demand & supply planning
F. Integration & Tech: System connectivity

No.	System Requirements	Bidders response	Reference page in the document
A.	**Master Data**		
	Product Catalog • Feed formulas & recipes • Ingredients & supplements • Finished goods, packaging types & SKUs **Bill of Materials (BOM)** • Ingredient ratios & specifications • Alternate ingredients • Version control **Supplier Database** • Supplier profiles & performance • Ingredient quality and certifications **Customer Database** • Customer profiles & credit terms • Delivery locations & pricing tiers		
B.	**Inventory & Warehouse: Track stock & movement**	**Bidders response**	**Reference page in the document**

		Bidders response	Reference page in the document

	Inventory Tracking
	
	    o Real-time stock levels (raw materials, work- in-process, finished goods)
	    o Batch / lot tracking and traceability
	    o Expiry date tracking
	 • **Reorder Planning**
	    o Min/max levels for each ingredient
	    o Automatic reorder alerts
	    o Lead time and safety stock calculation
	 • **Warehouse Management**
	    o Location tagging (bins, silos, sections)
	    o FIFO and FEFO processing logic
	
	 Movement tracking (receipt, issues, adjustments)		

C.	**Supplier Management**	**Bidders response**	**Reference page in the document**
	Purchase Requisition & Order Workflows • Create requests based on planning or manual triggers • Approval routes (e.g., manager) **Goods Received & Inspection** • Record received quantities • Quality test results and acceptance **Invoice Matching** • Three-way matching (PO, Goods Received Note, Invoice)		
	Production Scheduling & Routing • Plan production based on demand forecasts or orders • Schedule machines, shifts, labor **Formulation Engine** • Calculate ingredient mix based on nutritional targets • Cost optimization and alternative ingredient suggestions		

	Work Order Management • Issue work orders to production • Track progress, status, and yields **Shop-Floor Data Collection** • Real-time machine readings • Labour activity and time logs • Downtime capture		
D.	**Quality Assurance & Compliance**	**Bidders response**	**Reference page in the document**
	Quality Checkpoints • Incoming material sampling • Production stage testing (moisture, protein, fiber, etc.) • Final product validation **Non-Conformance Handling** • Rejection and rework workflows • Root cause and corrective actions **Traceability** • Batch tracking from ingredient to finished product • Recall support with lot history **Equipment** • Schedule calibration annually. **Chemical stock** • Monitor stock levels. • Restock on time. **Compliance Standards** • e.g. KEBS Audit logs and certification tracking		
E.	**Planning & Forecasting**	**Bidders response**	**Reference page in the document**
	Demand Forecasting • Based on historical sales trends • Seasonal adjustments		

	Material Requirement Planning (MRP) • MRP runs to compute planned orders • Simulation for "what-if" scenarios		
F.	**Technology & Integration**	**Bidders response**	**Reference page in the document**
	Integration Capabilities • APIs for sensors (IoT), scales, and lab systems • Integration with e-commerce or mobile apps **Mobile Accessibility** • Shop-floor apps for data capture • Remote order processing		

4. HUMAN RESOURCE MANAGEMENT MODULE

No.	System Requirements	Bidders response	Reference page in the document
A.	**Human Resource Management Module's General Online Requirements**		
1.	Ability to maintain an online employee Bio data and allow update, upload of personnel records with title, photo and academic qualifications history, gender, PWD status, next of kin and Beneficiaries, emergency contact. It should have a capacity of **at least** 2,000 staff profile entries.		
2.	Ability to capture, showcase and store the department's annual work plans. It should allow integration of other inter- linked work plans for alignment in coordinating work activities.		
3.	Ability to capture and store employee insurance and medical details online with respect to employee ID		
4.	Ability allow online different levels of access and processing rights to ensure complete confidentiality		
5.	The system should have capabilities to manage multiple cycles/ frequencies (daily, weekly monthly, annually) and payment levels (Basic pay, Housing allowance, Commuter allowance, leave allowance and other categories as per HR Policies and customize any required field of payment online		
6.	The system should have ability to group employees in different categories (Management level, Job group category, Branch Offices by region, Departments, Sections, Units, Designation, Terms of Service i.e. Contract, PnP, Probation, Regular, Fixed Term Contract, Casual) online		
7.	The system should have online capabilities to manage employees' leave such as capture of leave policy, leave details, balance, alerts, report pending leave approved, leave report and update leave balance including pro-rata basis, email/online leave application, approval/rejection of leave		

8.	The system should be able to customize view of employee details with relevant information online e.g employee service history and length of service including retirement, rack individual skills, promotions, transfers, course training attendance, qualifications, certifications		
9.	The system should have online capabilities on performance management including appraisal system management/completion of self-appraisal forms/track appraisal status		
10.	The system should have online database on management of training & development of staff, maintenance of training programs attended and generate training report		
11.	The system should be able to generate adhoc reports including HR Data analysis and memos for external use online		
12.	The system should have ability to manage information and operational reporting – at department, division, regional, farm/unit and central levels		
13.	Ability to recruit staff and man power planning		
14.	Ability to generate Employee Master Database		
15.	Ability to generate organization structure and staff establishment as per ADC HR policy		
16.	Should have capabilities on management of separation (Retirement/ Resignation/ Termination and Death)		
17.	Capability for management, monitoring and tracking of employee disciplinary action & vigilance		
18.	Capability for management of employee transfer &postings and facilitate processing of allowances such as transfer, baggage, transport, change in house allowances;		
19.	The system is capable of employee and manager self- Service i.e Staff/Manager portal and Admin rights		
20.	Capability for management of Salary Advances and Salary in Advances		
21.	Capability for Processing of staff loans and Mortgages		
22.	Capability for Management of Disciplinary process		
23.	Capability for Staff grievances handling.		
24.	Capability to maintain staff skills inventory		
25.	Flexible system with enhanced capacity to accommodate newly designed modules and extra capacity in each module for add on features		

B.	Organizational Structure	Bidders response	Reference page in the document
1.	System MUST have ability to include Organization Structure, hierarchy definition and organogram.		
2.	The system MUST be able to embed the Corporation's Authorized Staff Establishment and allow the update of the same to show the vacant positions at a given time		
3.	System MUST be able to build an organization structure, which caters to various organization types such as divisions, departments, functions, and units		
4.	System MUST have an ability to have multiple organization (subsidiaries) Hierarchies		
5.	System MUST have a functionality to modify the organization structures as and when required and maintain the history of all such changes.		
6.	System MUST have an ability to have position-based organizations.		
7.	System MUST have a functionality to assign managers to various Organizations and view the managers andsub- ordinates reporting to them.		
8.	System MUST have an ability to view positions linked to various Organizations.		
9.	System MUST have provision to define various Divisions and departments at various locations.		
10.	The system must be able to define, develop, analyze/ evaluate and store job descriptions, salary grade level(s), skills and qualifications required for each position.		
11.	Capability to generate Jobs form that will include breakdown of approved jobs or staff establishment, (total number, vacant, occupied, blocked, etc.).		
12.	The system MUST be able to identify jobs and positions uniquely.		
13.	The system MUST be able to maintain history of changes done to the position details		
14.	Ability to show all vacant and occupied positions & jobs (staff in post).		
15.	Capability to allow job rotation		
16.	Ability for Departmental heads, Division Heads using the self-service to request for "New Jobs", "Transfer of jobs and positions" and build the required workflow.		
17.	Ability to link rewards and salary scales with employees' position grading.		
18.	Ability to integrate staff costs with the budget module		

		Bidders response	Reference page in the document
19.	The system must have the ability to maintain changes in employee position and jobs details such as: -Position and job Transfer ,- Position and job Status, - Position and job Description, - Position and job History		
20.	The system should allow for changes in position title.		
21.	The system should allow for upgrading a position.		
22.	The system should allow for downgrading a position.		
23.	The system should allow for removing or returning a position.		
24.	The system should allow for the ability to create severaltypes of employment (terms of service) such as Permanent and Pensionable (PnP), Permanent Farm workers, contractual for the various contract period i.e. 3 years, 6 months and 3 months, consultant,internship etc.		
25.	The system should allow for addition, removal or amendment of types of employment		
26.	Ability to create grading levels (managerial, technical and support) and flexibility to adding new levels.		
27.	Ability to create employee status (active employment, resigned, suspended, study leave, serving training bond and unpaid leave) and integrate it with affected areas in leave management and payroll		
C.	**Reporting Requirements for Organizational Structure**	**Bidders response**	**Reference page in the document**
1.	Ability to generate multiple statistical reports for all positions & jobs within the Organization		
2.	The system MUST produce the following reports: • Organizational structure reporting by location. • Organizational structure reporting by Department/ divisions. • Open and filled positions reporting. • Positions associated with organizations. • Budget & Actual Head Count Comparison.		
D.	**Recruitment and Selection**	**Bidders response**	**Reference page in the document**
1.	Ability to create and develop employee requisitions/ vacancies.		
2.	Ability to receive applications during online recruitments and serialized		
3.	Ability to allow for information drawn from physical applications to be inputted into the system during recruitments		

4.	Ability to accept both internal and external applications.		
5.	Ability to screen and select candidates.		
6.	Ability to track candidates and recruiter in the placement process.		
7.	Ability to manage pre-placement verification,which includes salary authorization.		
8.	Ability to advertise vacancies internally (self-service)		
9.	Ability to alert the HRM and the HoDs on overdue vacant positions		
10.	The system should enable candidates to apply for available vacancies and allow only those who meet the minimum requirements.		
11.	Ability to generate a long list as per the job criteria e.g. experience, technical, academic and competence qualifications.		
12.	Ability to capture interviewer notes and feedback.		
13.	System MUST have an inbuilt vacancy approval process/workflow for management/updating of the Authorized Staff Establishment		
14.	System must have a recruitment and selection workflow that covers the process from vacancy creation to defining a new employee.		
15.	Ability to track recruitment drive and produce reports for management (e.g. recruitment costs, time taken to fill a position, status of recruitment drive, etc.).		
16.	Ability to generate resumes from candidate input details.		
17.	Ability to upload and share candidate documents (e.g. certificates, CV, etc.).		
18.	Ability to verify budget prior to recruitment drive.		
19.	Ability to generate offer letters, appointment letters, etc. Ability to send an offer letter electronically or asa print out.		
20.	Ability to generate regret letters.		
21.	Ability to hire staff on contract for a specified period.		
22.	Ability to hire temporary staff and/or interns for a specified period.		
23.	The system should be able to shortlist qualified applicants from the long-list at the point of job application. This will assist HR from having to review overwhelming number of applications from unqualified persons.		

24.	When employees are rehired, the system should link all previous employment information to the new record.		
25.	The system SHOULD have recruitment planning mechanism to capture recruitment plans online		
26.	The system MUST be able to track the requisitions for vacancies for a particular job, grade, location or position		
27.	Ability to schedule interviews		
28.	Ability to track interview results		
29.	The system should allow flexibility of the requisition		
30.	Ability to register the employment contract, renewal and termination		
31.	Ability to raise advisory alerts notifying HR and the respective employee(s) on upcoming expiry of contract(s). i.e. 6 months and 1 month prior to the expiry date for 3 years and 3-6 months term contracts respectively.		
32.	The system must have the ability to provide an interface for customizing recruitment letters		
33.	Ability to track and monitor implementation of probation periods for newly hired employees		
34.	The system should be able to support the nomination and appointment of shortlisting and interview panels and should send notifications to Officers appointed		
E.	**Reporting Requirements for Recruitment and Selection**	**Bidders response**	**Reference page in the document**
1.	Ability to generate the following reports: • Recruitment Activity reports, Recruitment reports – direct / internal reports • Recruitment reports based on recruiting department. • Vacancies report. • Applicants Qualifications reporting. • Statistical reports of the applicants and provide the management with tabular and graphical reports and other analytic presentations • Statistical report of the requested number of employees for a specific area • Report of contracts with customized view of the various term contracts for analysis and statistical presentation		

F.	Staff Orientation / Induction	Bidders response	Reference page in the document
1.	Should be able to develop induction program within the system with input from HR and user departments.		
2.	Ability to allocate employee compensation and benefits (NHIF, NSSF, club membership, advances, loans, allowance on first time appointment etc.).		
3.	Ability to confirm/reject new employee after completion of probation period or extend probation period.		
4.	At a minimum, the following employee master detailsmust be captured: • Photo of staff • Staff number (auto-generated) • Age • Home County • Nationality • Ethnicity • Disability • Gender • PIN Details • NSSF Details • NHIF Details • HELB status • ID Number • Passport number • Marital status • Date of birth • Employees names • Contacts (Phone Number, Postal Address, and Email etc.) • Spouse details: name, ID number, occupation and contacts (Phone number, Postal Address, Email etc.) County of origin • Dependants : Age, Gender, relation (daughter, son, adopted) • Next of kin details: Names, ID number, occupation and contacts • Employee photo • Employee qualifications, experience and skills • Previous employer • Medical related details • Employment date		

	• Position • Category (senior, management, mid management, support) • Department/division • Unit • Membership with a professional body (member no. and name of the body) • Terms of employment (contract, permanent, probation, temporary) • On secondment and start date • Employment status: Active/Inactive - Reason for exit • User-defined comments		
5.	Ability to add/delete any bio data as necessary by authorized user		
6.	The system must allow an employee to view and update personal data such as names, address, contacts, schools and/or University attended, qualifications, HELB, etc. subject to verification and approval.		
7.	The system must allow an employee to view and update payment details such as bank, account name, account number, Bank Branch Codes etc. subject to verification and approval.		
8.	The system must allow the user to view and update information on beneficiary and dependents subject to verification and approval.		
9.	The system SHOULD have storage repository for certification and other relevant documents for employees		
10.	The system SHOULD alert new employees to participate in the induction program coordinated by HR.		
11.	The System SHOULD allow grouping of employees based on various aspects such as department/division/region/unit, and grades		
12.	The system MUST be able to store working hour's details, work frequency and normal timings for the employee.		

G.	Employee Management	Bidders response	Reference page in the document
1.	Capability to act as a centralized portal for disseminating static employee information such as benefits, leave information, disciplinary action and appeal process, FAQs, loans application, benefits, etc. which can be updated as need be.		
2.	The system MUST be able to migrate and interface with the current biometric access control system (Finger Tec Ingress).		
3.	The system MUST be able to view, produce and maintain history of attendance/absence report per employee as required e.g daily, weekly, monthly, bi-annual, annually		
4.	The system should be able to address acting appointments. It should be able to capture under an employee's profile: • The event of acting appointment • Position • Start and end dates of the appointments • Benefits applicable		
5.	The system should be able to address staff on secondment. It should be able to capture under an employee's profile: • The status of secondment; as per HR policy i. e First or Second term • Position • Start and end dates of the appointments • Interface with payroll module for Benefits applicable and salary invoice charge		
6.	Capability to embed a workflow that supports Employee transfers including acting Appointments		
7.	Capability to provide for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.		
8.	Ability to maintain a history of Employee transfers taken and support the ability to profile the same employee		
9.	Ability to interface with employee transfers module with payroll processing component		
10.	Ability to manage employee disciplinary actions		
11.	Ability to embed a workflow that supports the disciplinary process (disciplinary module)		

12.	Capability for uploading and attaching documents to an employee's profile such as scanned warning letters certificates, commendations, etc.		
13.	Ability to maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee such as document verbal warnings, scanned warning letters, show cause letters, employee's response letter, employee and supervisor comments.		
14.	Ability to capture, manage and maintain history of employee grievances from initiation by the employee, alert notifying the relevant authorities, tracking and monitoring of the process to resolution.		
15.	Ability to interface disciplinary module with payroll processing component		
16.	Ability to integrate disciplinary module with the personal development, training and separation modules		
17.	The system must be able to adequately address situations where an employee is suspended or interdicted and capture this event on the employee's profile. This includes provision of workflows for initiating the suspension process, ending suspension/interdiction and reinstating/rejecting an employee after suspension /interdiction		
H.	**Reports for Employee Management**	**Bidders response**	**Reference page in the document**
1.	Ability to generate the following reports: • Employee details by department, location, positions, jobs, grades, payroll, Allowances, etc. • New appointments / joiners report. Acting appointments report. • Transferred employees report. • Employee addresses and contact details report. • Employees' summary reporting by specific criteria e.g. by department, grade etc. • Employee Attendance and absence report • Leave management report • Employees Locations report • Employee turnover reporting and analysis • Disciplinary actions taken report • Positions Analysis • PnP employees • Term Contract employees		

- Casual employees
- Contract Employees
- Employees by Cost Centre
- Employees Ethnicity Reports
- Employees by Education Level
- Promoted Employees
- Retiring Employees
- Terminated Employees
- Transferred Employees
- Workforce planning
- Staffing level analysis
- Ages of staff
- Dates of employment
- Report listing employee NHIF, NSSF, PIN,HELB, NSSF or NITA (National Industrial Training Authority) details
- Gender analysis
- People with Disabilities (PWD) analysis
- Occupational Safety and Health report
- Staff on secondment report
- Skill set and competencies status: to list per employee the professional qualifications, academic qualifications, learning / development map, job requirements
- Status report of staff registered with a professional body and in Good Standing or Not in good standing

I.	Performance Management	Bidders response	Reference page in the document
1.	System MUST have an inbuilt performance appraisal process/ workflow.		
2.	The system should be able to interface with the Corporation's Planning Department that is the custodian of the Corporate Work plan, Strategic Plan and Performance Contract and should be able to monitor and manage performance contract deliverables for the Corporation;		
3.	The system should be able to store and enable Officer's access to online performance appraisal forms for access to staff;		
4.	The system should be able to prompt target setting at the beginning of a Financial year, mid-year appraisals and end year evaluation processes;		
5.	Ability to interface the performance appraisal module with the payroll process for implementation of some performance related rewards eg. award of incremental credit etc.;		

6.	Ability to interface the performance appraisal system with the T&D module enable identification of professional development requirements during the appraisal process and converting them to training requests in the Training and Development module;		
7.	Capability for the Human Resource & General Purpose Committee (HR&GPC) and Performance management Committee (PMC) to access the system for evaluation of staff and to give recommendations of the same		
8.	Ability to support the Staff Performance appraisal system with the ability to be configured to any other system such as the balanced scorecard.		
9.	Ability to define various objectives associated with performance management.		
10.	Ability to define and amend Key performance Indicators (KPI's) associated with the objectives defined subjected to a workflow approval.		
11.	The system should allow variation of KPI's to different categories of employees.		
12.	The system must enable calculations for the KPIs against predefined rules to arrive at the performance measurement.		
13.	Ability to monitor and manage performance contract deliverables.		
14.	The system should maintain the work history such as Officer's promotions and length of employment in a position;		
15.	The system should be able to store performance and generate reports of appraisal results for a staff over a period of time.		
16.	Ability to capture performance requirements perposition: qualification requirements, personal attributes, education, experience, skills, etc.		
17.	Ability to receive periodic (e.g. quarterly) appraisal reviews/results from various departments online.		
18.	Ability to send employees / special groups performance appraisal report on the system.		
19.	Ability to track performance appraisal results over a period of time per employee, special group, department, etc.		

		Bidders response	Reference page in the document
20.	The performance management system should interface with the Training and Development module to enable identification of development requirements during the appraisal process and converting them to training requests in the Training and Development module.		
21.	Ability to capture evidences related to specific performance KPI's.		
22.	Ability to extract performance data to (excel, MS word, pdf etc.) per employee and per department and division.		
23.	The system should support self-appraisal for staff and assessment of self-appraisals for annual or periodic appraisal process for the managers.		
24.	Support electronic signoffs between the appraised and appraiser and other relevant officials.		
25.	The system must allow the employee to receive performance feedback from their supervisor/ management in line with institution workflow.		
26.	The system should allow tracking of performance progress of employees on Performance Improvement Plan (PIP)		
27.	The system should have the ability to generate letters of commendation		
28.	The system must allow KPI tracking and management dashboards.		
J.	**Reporting Requirements for Performance Management**	**Bidders response**	**Reference page in the document**
1.	The ability to generate the following reports: • Performance reporting per individual. • Performance reporting by position. • Performance reporting by department / special group. • Performance reporting by unit		
K.	**Training Management**	**Bidders response**	**Reference page in the document**
1.	Ability to match training needs of an employee against their position's qualification requirements (academic, personal attributes, professional, experience, skills, etc.), organizational growth plans and performance management system.		

2.	The system should allow feeding of the approved FY training budget into the training module for the module to monitor utilization of the budget through implementation of approved trainings		
3.	The system should allow feeding of the approved training plan into it to enable monitoring of the implementation of the training plan		
4.	The system should be able to undertake Training Needs Assessment as per the Human Resource Policies and Procedures		
5.	Capabilities to support development and generation of TNA reports		
6.	Capabilities to conduct Training Evaluation as per the Human Resource Policies and Procedures		
7.	Capabilities to support development of Training Evaluation reports		
8.	Ability to receive feedback on the approval/rejection of their training request through the system;		
9.	Ability to identify training needs based on the performance appraisal.		
10.	The system should be able to deduct and stop deductions of training levy as per the human resource policy and procedures		
11.	Ability to submit status reports on their on-going trainings including CPD training and their certificates on completion of the trainings /invoices or any other documents related to the training through the system;		
12.	Ability to capture professional body membership, raise invoice for annual membership renewal payment in respect to the employee and view status report of registered members and standing position		
13.	Ability to capture training requests submissions from user departments.		
14.	Ability to create a list of training providers and their details.		
15.	Ability to create a training plan, manage and update training plan.		
16.	Ability to create a short-list of candidates for training and compare them against the training selection criteria (e.g. competency-based selection).		
17.	The system must have an approval/rejection process for a training plan.		
18.	Ability to create, manage and update an employee's personal development plan.		

19.	Ability to capture information on trainings attended by an employee.		
20.	Ability to capture/receive training and development requests from other departments.		
21.	Ability to maintain historical data on all information captured e.g. trainees, trainers, vendors, training requirements, attendance, training record, performance, cost etc.		
22.	Ability to create (define) training selection criteria and maintain historically (e.g. competencies-based criteria.).		
23.	Ability to allocate roles to different personnel in the training development process.		
24.	Ability to interface the training request process with financial system e.g. raising invoice, LSO.		
25.	Ability to track the status of a training request from requisition through planning to delivery and completion by trainees.		
26.	Capabilities to centralize cataloguing and tracking of training courses		
27.	Ability to design, create and deliver online training programs for new staff as part of induction (modules and tests).		
28.	The system should have provision for setting the maximum number of trainings and cost a single employee can receive in one financial year.		
29.	The system should have functionality to restrict an employee from registering the same training course more than once after successfully undertaking the course		
30.	The system MUST facilitate development of a training calendar specific to departments within the company, jobs skills requirements, technical aspects and publish the calendar		
31.	The system SHOULD be able to generate training requirements-based performance appraisal		
32.	The system should have the capability to undertake training impact assessment		

L.	Reporting Requirements for Training Management	Bidders response	Reference page in the document
1.	Ability to generate the following reports pertaining to training: • Competencies reporting along with skills. • Training requirements reporting. • Trainings history reporting. List of Attendees of a Course • List of Attendees of a Course in a Department • List of Courses for a certain position • List of Courses Taken by Employee during a defined period • List of Employees not Attended a mandatory Course (if expected to attend) • Enrolled For postgraduate courses/ professional courses/ scholarship. • Employee Training/development needs • Staff trained • Trainings delivered • Trainings in the pipeline • Training plan • Training feedback reports • Professional membership report • List of CPD attended and not attended trainings • List of members in Good standing and Not in good standing		
M.	Training Attendance (E-Learning / Staff Induction)	Bidders response	Reference page in the document
1.	The system should be able to present to employees alist of approved courses from which to choose from		
2.	The system MUST facilitate the enrolment for training courses		
3.	The system MUST enable the users to maintain a history of the courses attended, status of registrations and passes/fails		
4.	The system must be able to track enrolment and maintain enrolment status for all courses		
5.	If registrations are received beyond the maximum capacity of the course, the system must be able to keep a waiting list for that course		

		Bidders response	Reference page in the document
6.	Ability to send reminders and notifications to employees on upcoming courses which they have registered for		
7.	Ability to capture training evaluation and feedback by attendees so as to determine the success of the training delivered		
8.	Ability to record skills gained by the trainee after attendance of the training		
9.	The system must be able to capture the grade (pass/fail/marks obtained) of an employee upon Completion of a course either automatically or manually by the trainer		
10.	The system must be able to track on number of hours of training an employee has attended for each course		
N.	**Leave Management**	**Bidders response**	**Reference page in the document**
1.	The system MUST automate the leave application process by enabling end-to-end online leave management		
2.	The System should interface with the employee master database module in which all staff, their supervisors and second supervisors are defined to facilitate online leave approval;		
3.	The System should be able to provide all types of leave approved in the Corporation as per the HR Policy and Manual		
4.	The system should enable users to perform online leave planning at an individual level which will form the basis at the Departmental level and submission of the same to inform the Corporation's leave calendars every Financial year;		
5.	The should prompt Supervisors on any leave requests pending their consideration;		
6.	The system should support the calculation of leave days on pro-rata basis		
7.	The system should keep a database of leave days taken by respective Officers and the leave balances at any given time and prepare reports on the same;		
8.	The system must be able to carry forward leave balances not in excess of thirty (30) days to the next Financial Year as provided by the HR policies and Procedures Manual;		

9.	Capability to track individual skills, store requiredcourses, certifications and grades received. Document all awards, accomplishments and recognition each employee has received over the years.		
10.	The system must allow initiation of sick leave application by HR or the Officer's supervisor on behalf of the employee. For this purpose, the system should be able to interface with the payroll system for any variation of remuneration as provided for sick leave.		
11.	The system must have an audit trail which will be managed by the HR Department.		
12.	The system must embed a workflow for leave management that can capture comments and approvals related to the task depending on its requirements		
13.	Ability to accrue leave days at a configurable rate.		
14.	Ability to provide alerts and notifications to users and relevant authority on leave days above 15 leave days, 30 days before the close of the financial year		
15.	Ability to deduct leave days.		
16.	Ability to suspend leave subject to approval by Head of Department		
17.	Capability to track and extract a history of the leave management data of an employee		
18.	Ability to calculate of leave balances and how much they are worth		
19.	The system must be able to carry forward leave balances as per HR policy and Kenya Statutory laws		
20.	Ability to interface with payroll component so as to support the conversion of leave balances to payment (during separation only)		
21.	Capability to enable users to perform online leave planning on a Financial Year based system and submission of the same into the leave approval work flow or save plans as draft		
22.	Capability to provide alerts and notifications to users and relevant authority on leave anniversary, public holidays, etc.		
23.	The system should provide for Public holidays		

24.	Enable one to apply different types of leave including: • Maternity • Study • Paternity • Child adoption • Compassionate • Annual • Compulsory • Terminal • Sick • Sabbatical • Unpaid • Special Leave for Sportsmen • Disembarkation leave		
25.	The system must allow initiation of sick leave on behalf of the employee application by HR personnel		
26.	The system MUST have the provision to access leave policy information online.		
27.	The system MUST have a facility to keep track of number of days of leaves taken, for the various categories of leave		
28.	The system MUST have a facility for the supervisors or the HR users to approve or reject the leave applied by the employees		
29.	The system MUST have the capability to generate leave schedule for all employees		
30.	At a minimum, the following details on leave application must be captured: • Name • Department/division • Grade • Date of appointment • Leave entitlement (days per annum) • Leave days applied for • Leave start date • Leave end date • Contacts when away • Leave balance carried forward • Leave balance brought forward • Leave balance		

O.	Reporting Requirements for Leave Management	Bidders response	Reference page in the document
1.	Ability to generate the following reports: • The system MUST have a provision to report the usages of leave types. • The system MUST have reporting for various types of leaves for employees. • Leave accruals reporting.		
P.	**Employee Separation**	**Bidders response**	**Reference page in the document**
1.	Capability for a workflow for ADC to initiate the separation of an employee in the event that it is a dismissal and capture comments where necessary		
2.	The system should enable access to the following forms that support the Separation process: • Terminal Dues Form • Clearance form • Exit Questionnaire • Handing Over Form • Final Declaration of assets and liabilities form • Debt Establishment form		
3.	The system should capture the separation event and date under an employee's profile. Further to this, it should capture type of separation (dismissal, resignation, death, retirement, retrenchment, retirement on medical grounds and contract expiry), details of the separation eg. date and allow attaching of relevant separation documentation;		
4.	The system should store the notice period details and submit notices of the same to Officers i.e. those on contract, permanent, on probation and on internship;		
5.	The System must be able to keep record of and generate reports on the staff due to exit through retirement or those that have separated from the Corporation through death, retirement, resignation, dismissal etc by a given time or on request;		
6.	The system should be linked with the manpower planning module and the payroll module in order to be able to stop salary upon Officer's exit;		

7.	The system must be able to interface with the Pension System to facilitate processing of Pension benefits for staff who have exited from the Corporation		
8.	The system should capture the separation event and date under an employee's profile. Further to this, it should capture type of separation (dismissal, resignation, death, retirement, retrenchment, retirement on medical grounds and contract expiry), details of the separation eg. date and allow attaching of relevant separation documentation;		
9.	The system should store the notice period details and submit notices of the same to Officers i.e. those on contract, permanent, on probation and on internship;		
10.	Capability for a workflow for processing a request for separation from an employee and capture comments where necessary		
11.	Capability for a workflow processing a request for separation through an employee retirement, and demise and capture comments where necessary		
12.	The system should store the notice period details of all employees		
13.	System should allow employees access clearance form online		
14.	At a minimum, the following should be captured on the Terminal Dues form: • Name and • Employment Number • Date employed • Forward Contacts • Designation • Department • Type of separation • Last day of service • Leave days due payable • Notice period (adequate/inadequate) • Notice period (to hand over Corporation Property) • Pay in lieu of notice • Signoff requirements with relevant personnel, departments or divisions		
15.	Electronic signoff of clearance form between user and relevant personnel/departments and capture comments		
16.	Ability to integrate with compensation module, loans, Staff debts, salary advance etc.		

		Bidders response	Reference page in the document
17.	Ability to maintain employee exit interview information		
18.	The system should capture the separation event and date under an employee's profile. Further to this, it should capture type of separation (dismissal, resignation, death, retirement, and contract expiry), details and allow attaching of relevant separation documentation		
19.	The system must have a workflow for processing an employee reinstatement application that allows one to either approve and process the reinstatement or reject the reinstatement application.		
20.	The system must be able to address the process of employee reinstatement. During reinstatement, the system should allow one to continue working with the previous data that was captured prior to termination of the employee and register the event of reinstatement on the employee's profile.		
21.	The System MUST allow for terminating the employee record at the conclusion of the employment period without deletion.		
22.	The system should have the capability to allow stop page of salary one month before exit on retirement or resignation.		
23.	The system MUST have the capability to generate Certificate of Service upon exit of employee.		
Q.	**Reports for Employee separation**	**Bidders response**	**Reference page in the document**
1.	The system should have the following reports: • Terminated / separated employees report. • Terminated Employees by Termination Reason. • End dated positions reports. • Staff due to retire (in 5 years,4 years, 3 years, 2 years, 1 year, 9 months, 6 months) • Computation of terminal dues report • Clearance status report		
R.	**Payroll Management: Compensation and Benefits Management**	**Bidders response**	**Reference page in the document**
1.	The system should enable compensation planning.		
2.	The system should have an online Pay Change Advise(PCA) and should allow the preparation, verification and validation of it online		

3.	The system must provide a workflow for approval or updating of all compensation related configuration data.		
4.	System must be able to capture and maintain all compensation and benefits data such as gross salary, Gratuity, NSSF, NHIF, allowances, benefits, pension contributions, internal loans, insurance relief, Personal Relief, PAYE, HELB etc.		
5.	The System must allow output of all reports below the accounting line (BTL's);		
6.	The system must be able to run a change report everypay period (This report captures anything that has changed from the previous payroll run, and can quickly identify unauthorized pay changes);		
7.	The System must allow multiple user rights and multi- location access-;		
8.	The system should capture and implement salary increments for all officers due;		
9.	The system should allow for approval, rejection and processing of salary advances/in- advances within the system		
10.	The system should give feedback to Officers on the approval or rejection of their salary advance or in- advance requests		
11.	The system should not allow an Officer to apply for more than one salary advance in a financial year and the monthly deductions calculated by the system should ensure that the advance is recovered in full by the end of the Financial year		
12.	The system should not allow an Officer to apply formore than one salary in-advance in a quarter and therefore not more than four (4) salary in-advances in a financial year		
13.	The system should allow for approval, rejection and processing of salary advances/in- advances within the system		
14.	The System should be able to generate tax return forms(P9) in departments/Stations or in individual basis		
15.	The system must be able to interact with their party systems to enable submission of statutory reports witheg. the Pension System, KRA, HELB, NITA and SACCOs etc;		

16.	System must be able to capture and deduct monthly Employers' Contribution and Employees contributionand submit it to the Corporation's Pension Scheme		
17.	For the compensation and benefits data above, the system must be able to keep a history of transactionsand changes while enabling the extraction of the sameseparately as a report per employee, department/ division/unit/grade/position for all employees whether current, separated, on leave, etc.		
18.	System must be able to capture and maintain pay disbursement details (i.e. pay mode, bank details, cost center, etc.) allow for amendment and keep a history of such amendments		
19.	System should enable computation of employee costs per employee, Division or Department.		
20.	System must interface with the financial system/ accounting module chart of accounts so as to allocate staff costs to the relevant cost/profit centers.		
21.	System should generate of tax returns (P9 forms) in batch or on singular basis.		
22.	The system must be able to perform salary transfers/ Payments.		
23.	System must be able to upload payroll data in mass from files such as spreadsheets where necessary. There must be a workflow for approving such uploaded data.		
24.	The system must be able to define categories of benefits and assign employees to benefit categories based on an eligibility criterion (i.e. one-off payments, periodic, recurring, etc.).		
25.	The system must be able to define salary plans (i.e. salary ranges and pay plans) for different categories of employees and associate an employee to a salary plan based on predefined rules/qualification criteria.		
26.	Ability to compute employee salary increment based on salary progression matrix.		
27.	The system must be able to compute salaries in Kenya Shilling.		
28.	The system should enable attaching or referencing of documentation related to employee compensations		
29.	System should enable the staff to view their pay information online/and download payslips		
30.	Capability for application for loans and salary advances and facilitate approval of the same through a workflow.		

31.	Ability to provide Alerts when the employee's deductions reach a set threshold – 1/3 of monthly pay.		
32.	Ability to provide alerts to employee and the HRM & DHRM before the end of the contract at 6 and 3 months prior for 3 year contract and 1 month prior for the short term contracts.		
33.	The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions.		
34.	Ability to process partial deductions if an employee's pay are insufficient to cover the deduction.		
35.	Ability to compute associated employee taxes while taking into consideration the employee's benefits.		
36.	Ability to facilitate payroll planning and calculations.		
37.	Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee's benefits.		
38.	Ability to make payment of gratuities as per the regulations on the last month of the contract		
39.	Ability to pay mass salary changes retroactively and with different options.		
40.	The system must be able to address payments/deductions missed out in the past either to a single employee or a group of employees.		
41.	The system must be able to record loans/advances to the employee under the employee's profile.		
42.	The system must correctly recover loans / salaries advanced to the employee.		
43.	The system must be able to post the recovered amounts correctly to the financial system.		
44.	The systems MUST NOT allow arbitrary allocation of compensation/benefits to an employee. All compensation and benefits must be formula driven/criteria based.		
45.	The system must have robust security features that will protect sensitive salary related information from unauthorized users.		
46.	The system should support multiple payroll cycles		
47.	The system must allow one to define the date when the payroll is run and the date when the salary transfer takes place. The system should allow these dates to be changed in the event that they fall on a holiday.		

		Bidders response	Reference page in the document
48.	Provision for having different payrolls to cater for: • Board Members • Permanent Farm workers (not on pension) • Fixed Term Contract employees • Term Contract • Casual employees • Consultant • Interns/attachment		
49.	They system must have flexibility for configuring earnings and deductions so as to capture all earnings and deductions applicable at ADC.		
50.	System should allow provision to schedule earning and deductions in order to address situations where an earning/deduction is one time or severally over aperiod of time.		
51.	The system must offer functionality to make corrections to a payroll already processed.		
52.	The system should be able to generate a detailed payslip explaining every earning and deduction made for every payroll run. The pay slip should clearly separate earnings from deductions.		
53.	The system should maintain a history of all payroll runsand all their information (payments made and costings generated).		
54.	The system must notify HR once the payroll runs andpayroll transfers are complete. It must allow HR to track their status and be able to view any error/exceptions in the process and view successfully processed payrolls.		
55.	The system should allow the salary adjustment as defined in the salary progression matrix.		
S.	**Reports for Compensation and Benefits Management**	**Bidders response**	**Reference page in the document**
1.	In addition to a flexible reporting facility, the system must be able to extract the following payroll related reports per employee, per department and per company: • Pay slip in softcopy that will be sent to the employee by email in an uneditable format • Bank advice • Payroll per month • Staff journal • Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.).		

	• Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.). • Contributions (pensions, etc.). • Club subscriptions. • Tax returns (P9 forms). • Employee costs. • Employee compensations details report. • Salary related costing details report. • Overtime payment report. • Payroll related costing reports. • Salary on Hold reporting. • Report for pending payments to employees. • Statutory report such as PAYE reporting. • End of service calculations report. • Reimbursement status report • Employee whose contract is below 3 months to termination/renewal • Gratuity paid per employee		
T.	**Awards**	**Bidders response**	**Reference page in the document**
1.	The system SHOULD have capabilities to support development and management awards /rewards, recognition, and incentive / motivation programs.		
2.	The system SHOULD facilitate tracking and recognition of service awards such as gifts, certificates.		
3.	The system SHOULD be able to store all the employee related awards history.		
4.	The system SHOULD have a provision of reflecting awards related information to an employee's performance.		
U.	**Reports for Awards**	**Bidders response**	**Reference page in the document**
1.	The ability to generate reports pertaining to awards: • Awards issued per period. • Awards issued per employee. • Incentives provided per period. • Incentives provided per employee. • Listing of awards type. • Listing of incentive type. The system SHOULD facilitate reporting of service awards such as gifts, certificates.		

V.	Employee Self – Service	Bidders response	Reference page in the document
1.	The system MUST enable the users to maintain their personal data such as name, address, telephone numbers, contacts, qualifications, school and colleges attended, skills attained etc. subject to the supervisor's verification.		
2.	The system MUST enable the users to view their pay slips and P9 on-line for all the processed payrolls.		
3.	Ability to capture payment details for employees suchas bank name, bank branch, account number etc. MUST be visible to users and they must be able to modify the same subject to verification and approval		
4.	The system MUST have a facility for the users to upload and maintain their beneficiary details and dependents information		
5.	The system MUST facilitate the employee to maintain/update dependents eligible for the medical cover scheme. Subject to verification and approval.		
6.	The system MUST enable the employee to upload the supporting documents required as per HR Policy for medical cover process to facilitate verification and approval		
7.	The system MUST have the facility for users to apply for medical claim online		
8.	The system MUST be able to display the insurance company providing medical cover, renewal and expiry dates of the cover. It should allow capture of changes/update and maintain the history.		
9.	The system should be customized to restrict upload of dependents information who are not eligible and/or exceed the maximum number defined for the scheme as per HR Policy on medical scheme.		
10.	Capture and maintain an accurate history of all incidents and accidents.		
11.	Enable capture and upload of medical assessments performed for regulations under the employee portfolio and interface with the Insurance officer/Legal Department for workflow process.		
12.	The system MUST facilitate the users to maintain their emergency / next of kin contact details. Subject to verification and approval		
13.	The system MUST have the leave request functionality, which would enable the users to apply for leave.		
14.	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users.		

		Bidders response	Reference page in the document
15.	Ability to allow employees to update their training information.		
W.	**Manager Self – Service**	**Bidders response**	**Reference page in the document**
1.	System should enable line managers to access, search and view information pertaining to their team members.		
2.	System should allow a supervisor to have access to view his/her team members' employment as well as applicant history.		
3.	System should allow supervisors to access and view the team members' leave requests for Approval/rejection		
4.	System should enable supervisors to view absence history for his/her entire team.		
5.	The system should enable supervisors to update their Divisional/Departmental calendar of events to the institutional annual calendar		
X.	**Institutional Calendar**	**Bidders response**	**Reference page in the document**
1.	The system should incorporate online annual institutional calendar preparation functionality and should be able to cover all Divisions/Departments programmatic Calendar		
2.	The system must possess functionality that allows activity plan preparation at a departmental/Division level prior to merging several departments'/ Divisions' activity plan into a singular institutional activities plan.		
3.	System should be able to maintain and track of activities at departmental/Divisions and institutional level and be able to provide alerts to the user Divisional/Departmental Heads at intervals of 1month, 2 weeks and 1 week before the actual date of the activity		
4.	The system must have a workflow approval for creating, uploading and updating the organization's annual calendar.		

Y.	Reporting Requirements for Institutional Calendar	Bidders response	Reference page in the document
1.	Ability to generate dynamic reports with the provision for a drill-down capability.		
2.	Ability to create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
3.	Reports with the following parameters • Notifications on due date • Calendar by due date • Calendar by completed activities • Calendar by pending activities • Calendar by Directorate/department		

Z.	Management of Loans and Advances	Bidders response	Reference page in the document
1.	Ability for the staff to fill loan application form online through the self-service module for the different typesof loans and advances: • Salary advance • Mortgage/ Car Loan		
2.	The system must capture the loan/advance against the employee's compensation and benefits Profile		
3.	Capability for an inbuilt workflow(s) for processing applications of the different types of loans and advances must be present that addresses the unique qualification requirements for each loan/advance. The workflow must address the entire loans application, processing and approval process		
4.	The system must interface with the payroll component so as to correctly record issued loans, recovered loans/advances.		
5.	The system must not allow for issuance of loans/advances that violate the statutory guidance on employee deductions in Kenya		

AA.	Reporting Requirements for Loans and Advances	Bidders response	Reference page in the document
1.	Ability to produce various Payroll forms/reports including: e.g Tax Deduction Card (Benefits / Owner Occupiers Interest / Normal Cases) , Tax Deduction Card (Tax Free Remuneration), PAYE Quarterly Return Form		

AB.	Managing of Attachment Process	Bidders response	Reference page in the document
1.	The system should allow application of attachment through the system and give feedback on the approval or rejection of the attachment request through the system		
2.	The system must be able to generate relevant reports of the attachment based on various data such as the learning Institutions, Courses being undertaken by the students attached and details of period of attachment		
3.	The system should be able to input and store data such as student details, name, learning institutions, attachment start and finishing dates and submission of attachment reports		
4.	The system should be able to generate recommendation letters after clearance of the attachee		
5.	The system should be able generate letters of attachment showing the approved deployment of the attachee, period of attachment and any other relevant information		
6.	The system should allow access of indemnity forms for the attachees who have engaged		
7.	The system should have a clearance form and exit questionnaire which the attachees should fill and submit to clear from ADC		
8.	The system should be able to integrate with all the HODs, RMs, Regional HR, and Unit Managers to confirmation Availability of attachment opportunities		
9.	The system should allow submission of the relevant application forms by the by the attachment applicant ie. NITA Form, Introductory letter from learning Institution, application letter by attachee, Student Insurance		

AC.	Managing of Internship Process	Bidders response	Reference page in the document
1.	The system should allow application of internship through the system and give feedback on the approval or rejection of the internship request through the system		
2.	The system must be able to generate relevant reports of the internship based on various data such as the learning Institutions, Courses undertaken by the students and details of internship period		
3.	The system should allow the recommendation for renewal of internship contract by HODs, RMs, Regional HR, and Unit Managers through the system and should generate feedback on approval or rejection of renewal request to the Intern through the HODs, RMs, Regional HR, and Unit Managers		
4.	The system should be able to input and store relevant Internship data such as number of interns engaged at a given time or over time, where they were deployed, their specialization, duration of internship		
5.	The system should be able to generate recommendation letters after clearance of the Internship		
6.	The system should be able generate letters of Internship showing the approved deployment of the Intern, period of Internship and any other relevant information		
7.	The system should store internship date for use to generate relevant reports on the same		
8.	The system should have a clearance form and exit questionnaire which the Interns should fill and submit during the clearance process		
9.	The system should be able to integrate with all the HODs, RMs, Regional HR, Unit Managers and Head of Sections to communicate their internship needs		
AD.	Management of Mentorship Process	Bidders response	Reference page in the document
1.	The system should allow application of mentorship through the system and give feedback on the approval or rejection of the mentorship request through the system		

		Bidders response	Reference page in the document
2.	The system must be able to generate relevant reports of the mentorship programme based on various disciplines and distribution of mentors and mentees.		
3.	The system should have the capability to maintain the list of mentors for the Corporation in the various fields.		
4.	The system should be able to allow assignment of mentors to mentees.		
5.	The system should allow the mentor to track performance progress of mentees assigned to them during the mentorship period.		
6.	The system must be able to generate mentorship programme reports.		
7.	The system should have the capacity to terminate the mentorship relationship at the end of mentorship period.		
AE.	**Clinic Process System Requirements**	**Bidders response**	**Reference page in the document**
1.	System should enable creation of login credentials for the authorized clinic staff eg. Clinical Officer, Lab Tech, Nurse, Medical Store Clerk, and Medical Records Clerk/Receptionist		
2.	The system should have the following sub-modules: Laboratory, Pharmacy, Medical Records, Inventory Management		
3.	The system should interlink with the Medical Records Clerk /Receptionist, Clinical Officer, Nurse and Lab		
4.	The system should be able to integrate with Smart Application, MPESA and Payroll to allow payment for services accessed		
5.	The system's integration with the smart card should allow the reading of card balances, allow thumb print and approve use of card		
6.	The system should allow integration with the SCM Module to enable requisition of drugs		
7.	The system should be able to generate daily, quarterly, weekly, monthly, adhoc and statutory reports to the HR Department for consolidation to the specialized agencies eg. NACC, NACADA, MOH and the County Govt. as required		
8.	The system should allow booking between 8am - 4pm during working days		
9.	The system should be able to facilitate input, storage and update of patient medical history to both the doctor and patient		

		Bidders response	Reference page in the document
10.	Capability of the system to allow Laboratory sub-module have a drop down showing all tests that can be carried out at the Clinic		
11.	Capability of the system to contain the Drugs Inventory Management Module on drugs available, expiry dates and give notification of re-order levels for drugs		
12.	The system should be able to give monthly reports on clients seen, diseases treated and referrals made		
AF.	**Disciplinary Management Process**	**Bidders response**	**Reference page in the document**
1.	The system should maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee		
2.	The system should support documentation of verbal warnings with ability to capture comments by the employee and supervisor, submission of show cause letters, interdiction and suspension to Officers and support submission of replies to show cause letters through the disciplinary module		
3.	The system should support the entire disciplinary process and ensure the conclusion of disciplinary matters within the stipulated time as per the Human Resource Policy and Procedures Manual (6 months)		
4.	Capability to interface Discipline module with payroll processing component, the Admin modules, IT and any other applicable modules		
5.	The system should be able to send notifications to the relevant modules		
6.	The system should be able to indicate the specific offences in the category of minor offences and the specific offences under the major offences and the various disciplinary actions relevant to each category of offences as per the Human Resource Management Policies and Procedures.		
7.	The system should be able to monitor that the disciplinary process is initiated and concluded within the stipulated time as per the Human Resource Policy and Procedures Manual		
8.	The system should be able to send notifications to the relevant modules		

		Bidders response	Reference page in the document
9.	The system should be able to identify the specific offences in the category of minor offences and the specific offences under the major offences and the various disciplinary actions relevant to each category of offences.		
10.	The system should support the entire disciplinary process		
AG	**Records/Document Management System**	**Bidders response**	**Reference page in the document**
1.	Ability to receive documents through email, scanning hard copy, and register.		
2.	Ability for uploading of digitized files		
3.	Capabilities for system generated classification, indexing, tracing and folioing		
4.	Ability for online folio transfer, distribute document, notify and share with multiple users		
5.	Ability to secure and approve document as per authority levels		
6.	Ability for workflow management		
7.	Ability to appraise, store, record transfer, archive and dispose records		
8.	Ability to search for documents		
9.	Ability to allow set up of retention period and notify the head of registry/archive and the originator of the resource		
10.	Ability for management of files and filing system		
11.	Ability to generate necessary reports		
12.	Ability to generate and send memos and issue circulars to all staff		
13.	Ability to create a data base/register of all outbound mails		
14.	Ability to categorise mode of delivery, hand or postal or courier services		
15.	Enhanced Search Capability		
16.	Document's Life-cycle Management		
17.	Enable Collaboration With Staff Members		
AH.	**Asset Management- (Property & Equipment)**	**Bidders response**	**Reference page in the document**
1.	Ability to interface with asset register and asset tracking (Ability to transfer and monitor asset movement).		

		Bidders response	Reference page in the document
2.	Ability to monitor insurance status of the assets		
3.	Ability to issue notifications when insurance policies expire, up for renewal		
4.	Ability to interface with Service level agreement/contract management		
5.	Ability to track progress of work from requisitioning to completion and accept progress reports with attachments		
6.	Ability to handle general insurance claims and manage group personal accident cover		
7.	Capability to track office space management/usage		
8.	Ability to capture list of staff houses, their respective capacities, rates and status		
9.	Capabilities for online requests of staff houses		
10.	Provide features for the allocation of staff houses to staff		
11.	Ability to integrate with HR module for deductions of house rents, water and electricity on house allocated		
12.	Ability to show expected date of retiring/exiting staff vacating the Corporation houses		
13.	Ability to interface with Finance Module on house rent rates, water and electricity payment		
14.	Ability to generate necessary reports (insurance status reports, house tenancy reports, waiting list)		
AI.	**Meeting Rooms Management**	**Bidders response**	**Reference page in the document**
1.	Ability to maintain a database of all available rooms and their location and status		
2.	Ability to notify administrative staff on booked meeting rooms to facilitate adequate preparation and maintenance during meetings		
3.	Ability to requisition meal plans as per meeting requirements e.g. Board, Management, Departmental and Committee Meetings		
4.	Ability to allow for allocation and locking of the room and send alerts/notifications		
AJ.	**Asset Repairs & Maintenance**	**Bidders response**	**Reference page in the document**
1.	Ability to manage preventive maintenance and service schedules for all serviceable assets.		

		Bidders response	Reference page in the document
2.	Ability to provide repair and maintenance alerts		
3.	Ability to allow online reporting of broken assets/items		
4.	Ability to assign work to the officers responsible for repairs		
5.	Ability to allow for feedback through the system to users upon completion		
AK	**Occupational Safety and Health (OSH)**	**Bidders response**	**Reference page in the document**
1.	Ability to maintain Schedules for inspections, OSH audit and related statutory procedures		
2.	Capabilities of tracking of Repair and maintenance of fire equipment		
3.	Capabilities of tracking of First Aid kits/stocking levels/Disaster Management kit		
4.	Ability to interface with existing CCTV and any other Access Control security solution		
5.	Ability to allow uploads of fire drill report, photos, work plan etc.		
6.	Ability to send alerts on Certificates renewals, fire equipment servicing etc.		
AL.	**Access Control/Visitor Management**	**Bidders response**	**Reference page in the document**
1.	Capabilities for online requisition and allocation of office keys		
2.	Capabilities for online reporting of loss office keys		
3.	Capabilities for online registration of visitors on entry(personal details, purpose of the visit, reference office and officer, record of visitor's luggage etc.)		
4.	Ability to check out the visitor		
AL.	**Cross Cutting Management - NACADA/NACC/NCPWD/NGEC Reporting**	**Bidders response**	**Reference page in the document**
1.	The system MUST be able to upload the respective prescribed format template for the respective agencies with authorized access by the focal person		
2.	The system must enable submission of relevant data required in a prescribed format by every unit/station on a monthly and quarterly basis with access by the authorized Officer		

3.	The system should send alerts to the units 1 (one) week before the end of the month to submit the data		
4.	The system to enable interface and migration of data in prescribed format to the specialized agencies online quarterly reporting tool.		
5.	The system should be able to maintain record and history of all data per unit and consolidate relative data in periodic state i.e. monthly, quarterly, bi-annual and annually		
6.	The system Must be able to analyze gender, ethnicity and Disability status		
7.	Capabilities to interface with employee self-service portal and alert HR authorized officers of disclosure by employee for facilitation with Employee Assistance Programs (EAPs) e.g HIV, Disability, ADA status		
8.	It should be capable of customized view of data including comparative reporting over a period of time as determined by the user for trend analysis		

5. ICT SERVICES MANAGEMENT MODULE

SUMMARY

A. Email
B. Help Desk
C. System Change Management
D. Inventory Management
E. Backup Process
F. Password Management Process

A.	EMAIL	Bidders response	Reference page in the document
1.	During staff on-boarding by HR, the system should send a prompt to ICT for user creation and ICT resource allocation.		
2.	During staff exit, the system should prompt ICT to deactivate the user account.		
3.	The ERP should integrate with corporate email for password confirmation and reset.		
B.	HELPDESK	Bidders response	Reference page in the document
1.	System to show status of the ticket.		
2.	Link with email for status and to give feedback once the system sends a prompt when ticket is closed.		
3.	Give the user the history of their tickets.		
4.	Enable admin 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.		
5.	Allow admin to create tickets on-behalf of users – For cases where they cannot open tickets for themselves (e.g., no internet connectivity, users who don't have access to computers e.g., janitors and drivers).		

C	SYSTEMS CHANGE MANAGEMENT	Bidders response	Reference page in the document
1.	Linkage to R&D module for concept and proposals.		
2.	Linkage to helpdesk and or to corporate email to respond to user requests for feedback.		
3.	Prompt ICT Manager and the developers when a request is received and also, to the lead user/ Principal Investigator for approvals.		
4.	Ability to formulate project teams across departments.		
5.	Provide templates – Preliminary investigation report, TOR, Minimum hardware and software 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, ICT Manager and lead user/ Principal Investigator).		
D	INVENTORY MANAGEMENT	Bidders response	Reference page in the document
1.	Linkage to procurement module to take details of ICT equipment at the point of acquisition.		
2.	Link user issued with a device to the device issued, and enable the user to retire the device when exiting the Corporation – After inspection by the ICT Officer in charge of hardware.		
3.	Give a report of all the ICT equipment on a quarterly, annual and ad-hoc basis.		
4.	Give prompt on equipment that have reached End-Of-Life and their status.		
5.	Link to asset management module.		
6.	Provide a template for equipment specifications, inspection report, preventive maintenance report (can be uploaded if filled by contracted party), disposal report for equipment being retired (and link to the disposal module) and ability of the equipment to be retired when a user is exiting the Corporation.		
E	BACKUP PROCESS	Bidders response	Reference page in the document
1.	Prompt for user to perform backup on accessing the Corporation network.		

2.	Link to external backup and local servers.		
3.	The solution should provide tools for backup and restore facilities. The system should allow archiving of old unused data to improve Performance. The system should allow the users to access archived data from different queue and also provide the capability to search report and export the data.		
F	**PASSWORD MANAGEMENT PROCESS**	**Bidders response**	**Reference page in the document**
1.	Prompt user to change password after 90 days of use – The system should give an allowance of one week before prompt expires, and require the user to change password at next login.		
2.	Enable the user to reset password by using forgot password feature before escalating to ICT Manager and system administrator to reset user password.		
3.	Use a common password to login to different modules as per rights issued.		
4.	• Administration • Unlimited number of Administrators • Unlimited number of End users • Flexible User Administration –Role-based • Access control • Multi-Organization support		

6. SUPPLY CHAIN MANAGEMENT MODULE

Sub-modules;
A. Procurement planning
B. Registration and Pre-qualification of Suppliers
C. Initiation of Procurement Process-Requisitioning
D. E-procurement of Goods, Works and Services –Tendering Processes
E. Preparation of LPO/LSO
F. Contract drawing/preparation, monitoring and management
G. Inventory Control, Asset and Stores Management andDistribution
    a. Goods/Services Receipts and Inspections
    b. Stores Management –Stores online Issuance and inventory Management
    c. Stock taking
H. Disposal of Assets

No.	System Requirements	Bidders response	Reference page in the document
A.	**Procurement Planning**		
1.	The system must allow creation of goods, items, works and consultancy services to guide in procurement planning- allow long text in the Procurement template – Statutory template which may change from time to time;		
2.	The system shall allow categorization of goods/services/works/consultancy and non - consultancy services;		
3.	Allow creation of user departments/regions and units procurement plans in the required format/template in tandem with their approved budgets;		
4.	Ability to generate/create Consolidated procurement plan from the approved users- Departments/Sections/Divisions/Regional Plans into a master/Consolidated procurement plan in the required format/template;		
5.	Ability to allow to drill down to specific quantities of an item per department/regions/units on the approved Consolidated Procurement Plan;		

		Bidders response	Reference page in the document
6.	The system shall not allow procurement of an item/service that is not planned/captured in the approved consolidated procurement plan;		
7.	Capability to allow for Procurement plan review and re-allocation of funds;		
8.	Ability to define an Individual procurement plan that is linked to the specific budget account;		
9.	Ability to analyse current status of consolidated procurement plan on implementation and drill down to department/regions and units;		
10.	Ability to allow electronic approval of the Consolidated Procurement plan –Workflows to the Board Level (integrate with the e-board);		
11.	Ability to allow for the Review of departments/ regions and units plans and drills up to the consolidated procurement plan;		
12.	The system should be able to send alerts to users and supply chain management on due procurements to trigger initiations;		
13.	The system shall allow the interfacing with National Treasury e-procurement and PPRA for submission of the approved procurement plan and any other statutory requirements		
14.	Capabilities to support for multiple languages for procurement catalogs.		
	Reports	**Bidders response**	**Reference page in the document**
15.	The system shall generate yearly/multi-year approved consolidated procurement plan in the approved template/format		
16.	The system shall be able to generate procurement plan allocations to AGPO, PWD's, - a 30% of the total consolidated procurement.		
17.	The system shall generate consolidated departments/regions and units procurement plans status on quarterly, Half year and yearly basis.		
18.	The system shall provide a report on items not procured in the financial year		

B.	Registration & Pre-qualification of Suppliers	Bidders response	Reference page in the document
1.	The System should allow for uploading of the application for registration documents and pre-qualification standard tender documents;		
2.	The system must support online supplier portal for registration/pre-qualification of suppliers into various categorize both open and AGPO Groups and uploading the necessary attachments by the applicants;		
3.	The system shall allow evaluation and generate a prequalified/registered list of suppliers;		
4.	The system shall allow posting of approved suppliers in the system;		
5.	The system shall allow notification of the results to the applicants online;		
6.	The system shall allow continuous registration of AGPO registered Groups;		
7.	The system shall capture all the details of suppliers including mandatory and maintain suppliers master data base requirements for registration/prequalification of supplier - Statutory Requirements;		
8.	The system allows registration of suppliers participating in specific tenders;		
9.	The system must be able to create category of goods and services for the suppliers;		
10.	The system should be able to allow registration of suppliers based on unique multiple supplier identification number such as PIN, Internal reference numbers etc		
11.	System should capture suppliers with more than one location, the system should be able to capture all the alternate locations of the supplier under one profile (belonging to the supplier);		
12.	The system MUST be able to block the suppliers who have been debarred and unblock upon clearance;		
13.	The system MUST be able to record complaints about the supplier;		
14.	Ability to carry out suppliers performance on parameters such as late deliveries per year, number of LPO that have been awarded to supplier groups such as AGPO amongst others;		

15.	System should keep necessary supplier information such as:		
	1. Name		
	2. Supplier code		
	3. Business Location		
	4. PIN registration		
	5. CR 12/13- and Directors		
	6. Suppler Tax Compliance & Pin No expiry date		
	7. Business Permit Number- County of issue –Expiry		
	8. Any other Professional registration		
	9. Supplier Type-Category of registration		
	10. Contact persons		
	11. Email address		
	12. P.O Box Number		
	13. Default payment currency		
	14. Default bank account (EFT details)		
	15. Payment Methods		
	16. Payment Terms		
	17. Date		
16.	The system should be able to alert on supplier expiry dates of statutory requirements - KRA, AGPO, NCA etc		
Reports		**Bidders response**	**Reference page in the document**
17.	The system shall generate a supplier performance report;		
18.	The system shall generate Price list per supplier report;		
19.	The system shall generate a report on annual registered and prequalified suppliers list;		
20.	The system should maintain Purchases year to Date (YTD) in number and currency per supplier;		
21.	The system MUST support LSO/LPO reporting of supplier performance analysis in a given period e.g. quality defects, delivery performance, cost/price amongst others;		
22.	The system MUST support LSO/LPO reporting of supplier performance in a given period e.g. Price, quality, delivery, rejected items in number and currency amongst others;		
23.	The system MUST support LSO/LPO generation of a report history of bidders who have been given work many times (to promote fairness); and		
24.	The system must be capable to provide quarterly reports to procurement awarded to the various categories of suppliers		

C.	Initiation of Procurement - Requisitioning- Raising of online requisitions andonline approval of requisitions	Bidders response	Reference page in the document
1.	Ability to allow end users to create the various categorization of purchase requisition form/template capturing all details as per the item category format based on the procurement plan;		
2.	The system should allow for attachment of specifications and any other relevant documents to the requisition for works, goods and services-default requirement-except store items;		
3.	The system must be able to allow goods, services requisitioned be expensed from approved procurement plan;		
4.	Ability to purchase an item by way of using funds Checking from both capital and recurrent budget partially;		
5.	System should send alert/email to the requisitioner, HoD's, and all the approvals in the work flow regarding the request pending for approval;		
6.	The system shall allow for approval of online requisition forms and forwarding to Supply Chain Management – Workflow – allow for comments for more input, or reasons for rejection- comments-default requirement;		
7.	The system must be able to capture all approvals related to the purchase requisitions. These include: Electronic signoff/approvals at the user department level (name, designation, department, Division, date of approval;		
8.	The system must automate the raising of purchase requisition for stocked and non-stock goods, services and works-PR linked to the LPO/LSO/Contract;		
9.	System have facility to check existing vendor valid contract for items on framework agreements and allow for creation of LPO;		
10.	The system shouldnot allow duplication of numbers/serialization of PR;		
11.	The system should have capabilities for Workflow on the approvals depending on the thresholds from the regions should allow for approvals at the Headquarters; and		
12.	Capabilities for a connection between documents such as the Requisition, Quotation, LPO, Contracts,		

		Bidders response	Reference page in the document
	Inspection and Acceptance Certificates, Invoices and GRN Support for e-Procurement (e-tendering/bidding, e-opening,) through an Extranet.		
13.	Ability to allow end users to create the various categorization of purchase requisition form/template capturing all details as per the item category format based on the procurement plan;		
	Reports	**Bidders response**	**Reference page in the document**
14.	The system shall generate report on requisitions status at a particular time- e.g –the procurement process stage – Evaluation, Items delivered;		
15.	The system shall generate report on approved/rejected requisitions;		
16.	The system shall generate Annual, quarterly and monthly departmental requisition status report;		
17.	The system MUST provide a report on aging of requisitions; and		
18.	Ability to report on cancelled requisitions and pending, finalised and archived.		
D.	**Tendering Processes - Sourcing of goods, works and services**	**Bidders response**	**Reference page in the document**
1.	Ability to allow receipt of approved requisition;		
2.	Ability to allow the determination of procurement method based on the thresholds;		
3.	The System should be able to provide the various templates/standard tender documents;		
4.	Ability to generate the various Standard tender documents RFQ/ RFP/ONT /DIRECT automatically capturing the reference numbers, opening and closing dates;		
5.	Ability to allow the invitation of registered/pre-qualification suppliers to receive invitation for RFQ's, Restricted Tenders, Directs tenders, RFP's;		
6.	Ability to allow submission of tenders/bids online with security features;		

7.	Ability to recommend appointment and approval of Tender committees - Opening, Evaluation, Contract Implementation Team, Inspection and acceptance committees;		
8.	The system must have an e-tender and e-quotation box-Extranet;		
9.	The system must allow e-opening of bids;		
10.	The system must allow e-evaluation/e-posting of evaluation reports, Professional opinion, tender awards;		
11.	Allow logging in of members of the various committees;		
12.	Ability for the tenderers to register online while submitting tenders;		
13.	Ability to determine how many tenders have been submitted;		
14.	Ability to upload Evaluation forms - Bids issued during purchase requisition should be available during evaluations - capturing the Mandatory criteria,		
15.	Experience of the Firm, technical evaluation criteria showing minimum score for which the bidder proceeds to the next level;		
16.	Ability to allow for forwarding of regrets and awards letters to suppliers;		
17.	System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bids' details.		
18.	System should support alerts on opening/submission dates, tender validity periods, tender evaluation period – ONT-30days, RFP -14 -21 days may vary;		
19.	The system MUST allow modification of submission dates-extension only;		
20.	The system should have the functionality to manage procurements through the different public procurement methods;		
21.	System to provide a portal for bidders and support access procurement through electronic reverse auction;		

22.	Ability to query on number of RFQ's/ bids issued to a supplier within a certain period and how many of the bids the supplier won; and		
23.	Ability to allow creation of e-procurement file -Linking the codes of individual procurement plan, Bid document number, addendums, Supplier submitted bids, Opening minutes, Evaluation report, Negotiation minutes, Professional Opinion, Award/regrets letters, Contracts/LPO's/LSO's to each purchase requisition(s). – A complete procurement file into e-procurement registry.		
	Reports	**Bidders response**	**Reference page in the document**
24.	Must generate evaluation reports		
25.	The system MUST be able to generate reports on status of the tendering process e.g. contract being drawn, awarded, evaluating, advertised as per specified periods.		
26.	The system MUST be able to generate reports on a summary of tender awards by procurement method, value, reserved tenders etc.		
27.	Generate report of members of the various committee logging in, including bidders during opening of tenders		
E.	**Preparation of Local Purchase/Service–LPO/LSO.**	**Bidders response**	**Reference page in the document**
1.	The system shall allow generation of LPO/LSO in the agreed template/form linked with purchase requisition, evaluation report, professional opinion;		
2.	Capabilities to allow all the LSOs/LPOs generated linked to the approved Procurement Plan/budget;		
3.	The system must have a workflow for approval of LPO/LSO;		
4.	Ability to allow upon approval of purchase requisition creation of LPO for Framework contracts;		
5.	The system must allow use of multiple currencies;		
6.	Ability to allow generation of various LPO/LSO to various suppliers from one PR and vice versa;		
7.	The system should be able to print the LPO's/LSO's information with company logo only once as an original copy. The re-print option should indicate duplicate copy;		

8.	Ability to allow automatic emailing of the approved LPO's/LSO's to a supplier(s);		
9.	Ability to record purchase order acknowledgement from vendor when LPO/LSO is sent by email;		
10.	The system should be able to provide for supplementary Purchase Orders and Purchase Requisitions;		
11.	System should be able to support LSOs/LPOs procurement of different services i.e. fixed rate contract service/fixed rate temporary labour/rate based temporary labour;		
12.	Ability of the system to allow for multiple line description per LPO's/LSO's;		
13.	The system should not allow duplicate purchase order numbers; and		
14.	Ability to restrict information that end users should view in the procurement process		
	Reports	**Bidders response**	**Reference page in the document**
15.	The system shall generate report on weekly, monthly, quarterly and annually for approved LPO's and Payment status;		
16.	The system shall generate report on open orders;		
17.	The system MUST generate alerts on delivery dates to Stores and Procurement sections, for follow-up purposes;		
18.	The system shall generate report on purchase order history- delivered, outstanding, closed, paid etc;		
19.	The system MUST generate reports on overdue supplies,which can be used to follow-up with suppliers for the material to be supplied; and		
20.	The system MUST generate reports on Purchase order commitment for the specified period.		
21.	Generate Statutory reports		
F.	**Contract Drawing/Preparation, Monitoring And Management**	**Bidders response**	**Reference page in the document**
1.	Ability to allow for creation of contracts in an approved formats/templates and assign privileges for write, modify or read-only to different categories of users and keep records;		

2.	Ability to linking of the contract to the relevant e-procurement file – Award letter, Acknowledgement letter, Professional Opinion, Evaluation report, Opening report, bid document		
3.	Capabilities for efficient Workflows that allow approval of contract by the relevant parties online;		
4.	Ability to track start and end dates of the contract in addition to milestone dates, contract signing dates and other relevant dates;		
5.	System should support the variation of contracts with necessary details and approvals;		
6.	The system should support multiple addresses and contact information for vendors;		
7.	Capabilities to build mechanisms for pricing and service- level agreement flexibility into the contract;		
8.	System to keep a copy of all the different versions of a contract once it has been setup;		
9.	Ability to display the contract status;		
10.	Ability to allow performance evaluation of Suppliers in the agreed template;		
11.	Ability to allow automatic generation and communication of alerts to parties to a contract to pre –determined trigger points such as renewals through emails, dashboard messages among others;		
12.	A full log of changes to any part of the contract such as who, when (day and time), from where (was it remote or within LAN) among others;		
13.	Ability to recommend and appoint contract implementation Committee;		
14.	Ability to automatically create a reference No. of the contract;		
15.	Ability to download the draft/approved contract;		
16.	Ability to allow for attachments of Payment certificates; and		
17.	Ability to allow generation of LPO/LSO of approved contracts to enable payments		
	Reports	**Bidders response**	**Reference page in the document**
18.	Generates implementation and progress report;		
19.	Performance Appraisal Reports; and		

20.	Terminated contracts report		
G.	**Inventory Management**		
	i. Goods/Services Receipts and Inspections	**Bidders response**	**Reference page in the document**
1.	The system must allow for the inspection of goods/services/works in the agreed template and allow for attachments;		
2.	The system allows the recommendation and appointment of the Inspection and Acceptance Committee;		
3.	Ability to allow for the logging in of the Inspection committee;		
4.	The system automates generation of Goods Received Note (GRN) that must be associated / matched / linked to an approved Purchase Order(s);		
5.	The system allows for full or partial receipts against a purchase order or contract;		
6.	The system allows for the receipt of goods, services, works, repaired items, inter stores transfers, etc;		
7.	The system must be able to address situations where the goods have been received but needs to be returned to the supplier and generation of Goods Return Note;		
8.	The system shall capture and verify LPO;		
9.	The system shall allow posting of supplier DN;		
10.	The system shall allow posting of supplier Invoice;		
11.	The system SHOULD have the ability to maintain approved supplier catalogue/lists for inventory items; and		
12.	The system should be able to provide alerts to key stakeholders on attainment of certain Goods Received Note (GRN) status		
	ii. Stores Management:	**Bidders response**	**Reference page in the document**
13.	The system MUST allow the definition and maintenance of alpha numeric character codes for items;		
14.	The system should allow creation of templates with predefined set of item attributes;		

15.	The System must capture all product details eg codes, description, unit of issue etc;		
16.	The system MUST allow creation of various inventory types e.g. Consumables, Assets etc;		
17.	The system MUST have an ability to define new item categories and Catalogues based on their characteristics;		
18.	The system allows collecting of item information using barcodes or QR codes during receiving and issuing of items;		
19.	The system shall provide an online GRN; and		
20.	The system shall generate stock order register and bin card.		
	iii. Stores online Issuance:	**Bidders response**	**Reference page in the document**
21.	The system allows users to request for stores items online and issuance of goods and assets and collecting of the data using barcodes/QR Codes, inter stores transfers, etc;		
22.	Workflow: the system should allow approval of issuance of all stores or assets;		
23.	The system automates generation of Goods Issue Note that must be associated / matched with a stores requisition note;		
24.	The system allows for full or partial issues/receipts against a stores requisition note or contract;		
25.	System should allow for creation and maintenance of approved items price lists;		
26.	System should allow for creation and maintenance of supplier items catalogues;		
27.	System should allow for creation of an internal Catalogue for all items /Services;		
28.	The system allows for the delivery of goods to a specific store(s);		
29.	The system must allow for the generation of: stores issue notes stores receipt notes goods in transit notes proof of delivery notes		
30.	The system has the functionality that allows different movements of stock items from one store location to another store;		

31.	The system shall allow prints out of documents where applicable;		
32.	The system must be able to identify idle stock- aging, slow moving items;		
33.	Ability to allow for re-order replenishment level, etc.		
iv. Inventory Maintenance		**Bidders response**	**Reference page in the document**
34.	The system must 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;		
35.	Capability for automatic updating of inventory levels and balances after issuance/reception of inventory (stocked items and services);		
36.	Capability to undertake valuation of stock: The following options must be available for calculating the unit cost of a good in the store: Last In First Out (LIFO) First in First Out (FIFO)Simple average Weighted average		
37.	Ability to allow the receiving of inventory both at once and partially;		
38.	Ability to maintain a central access-controlled items master database;		
39.	The system must give alerts and notifications when stocks are at the re-order level and on expiry dates;		
40.	Capability 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;		
41.	Ability to support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.;		
42.	Capability for automatic generation of disposal codes;		
43.	Ability to support the setup of re-order replenishment levels;		
44.	Ability to quickly determine actual and projected item availability, overstock situations, replenishment requirements; and		

45.	Ability to define costing methods for inventory.		
	v. Stock Taking	**Bidders response**	**Reference page in the document**
46.	The system should be able to generate a stock take count lists;		
47.	Ability to allow the manual stock verification stock counts capture by the system, reconcile the physical countagainst the system count and produce a variance report		
48.	The system should allow for the different actions to be carried out to address the identified variances (e.g. adjustments of the system values, or capture of missing store movements, etc);		
49.	The system should allow for approval of the stock take through a workflow process;		
50.	The system should have the ability to stop, complete, approve/cancel, and/or suspend the movement freeze the stock movements during the period of stock take;		
51.	The system should allow for scheduled stock takes alerts		
52.	The system should have the ability to set up an ad hoc Stock take and Physical Verification Committee;		
53.	The system should have the ability to set up access rights to the ad hoc stock take and Physical Verification Committee for only the duration of the stock take;		
54.	The system should have the ability to carry out the stock take for a particular store;		
55.	The system should have the ability to generate all standard reports with respect to stock takes;		
56.	The system should allow for capture of stock take notes/observations to accompany the physical counts;		
57.	The system must be capable of carrying out stock valuation;		
58.	Capability to monitor Inventory Management performance with KPIs, standard reports, and ad hoc reports.		
	Reports	**Bidders response**	**Reference page in the document**
59.	Stock take reports-		
60.	Stock valuation reports		
61.	Stock Analysis Report		
62.	Stock Ledger report		
63.	Generate Inspection and acceptance report		

H.	Disposal of Assets	Bidders response	Reference page in the document
1.	Ability to allow for the creation of departments/sections/regions disposal plans in the format/templates approved;		
2.	Ability to allow for creation of consolidated disposal plan from the approved users-Departments/Sections/Divisions/Regional Plans into a master/Consolidated disposal plan in the required format/template;		
3.	Ability to trace the assets, stores for disposal in terms of date of purchase, initial purchase cost, date issued;		
4.	Ability to generate alerts to user departments to submittheir annual disposal plans 30 days before the end of financial year for consolidation;		
5.	Ability to allow the various deposal methods online- e-disposal - the process of disposal of items capturing all details such as the technical evaluation reports, disposal committee reports, invitations for bidders, submission of bids, evaluations of bids, awards online –extranet;		
6.	Ability to allow for registration of bidders online;		
7.	Allow for notification of results online		
8.	Ability to recommend and appointment the Disposal Committee members online;		
9.	Ability to allow approval of disposal process-Workflows; and		
10.	Ability to link with the Asset management and updating after disposal.		
	Reports	Bidders response	Reference page in the document
11.	The system shall generate the Department/Regional Disposal plans		
12.	The system shall generate yearly Consolidated approved Disposal plans.		
13.	The system shall generate Annual and Quarterly disposal plan Status report		
14.	The system shall provide a report on List of items earmarked for disposal with the reserve price		

15.	The system shall maintain the list of items disposed and their disposal methods, period and dates, including the firm/person disposed to.		

7. SALES MANAGEMENT MODULE

No.	System Requirements	Bidders response	Reference page in the document
A	**Product & Pricing Setup (Pre-Sales)**		
1	Product master (SKU, description, unit of measure)		
2	Product categories		
3	Multiple price lists including contracts		
4	Customer-specific pricing (retail/wholesale/staff sale)		
5	Taxes & VAT configuration		
6	Discount rules & limits		
7	Product availability status (active / discontinued)		
B	**Customer Management**	**Bidders response**	**Reference page in the document**
1	Customer master data		
2	Customer segmentation		
3	Credit limits & payment terms		
4	Delivery addresses		
5	Customer status controls (active, blocked)		
C	**Sales Order Creation**	**Bidders response**	**Reference page in the document**
1	Sales order entry (manual or from quotation)		
	Mandatory fields:		
i	Customer		
ii	Product(s)		
iii	Quantity		
iv	Price		
v	Salesperson		
vi	Delivery date		
2	Automatic price & tax calculation		
3	Order status tracking (Draft, Approved, Confirmed, Delivered)		
4	Partial order handling		
5	Applies promotional pricing, rebates and special offers automatically during order processing.		

D	Stock Availability & Reservation	Bidders response	Reference page in the document
1	Real-time stock check		
2	Stock reservation upon order confirmation		
3	Batch / lot selection		
4	Expiry date enforcement (FEFO/FIFO)		
5	Alternative product suggestion if out of stock		
E	Approval & Controls	Bidders response	Reference page in the document
1	Discount approval workflows		
2	Credit limit validation		
3	Sales order approval		
F	Counter sales support	Bidders response	Reference page in the document
1	Enable immediate point of sale transactions with instant inventory updates, payment processing and receipt generation for retail operations		
G	Delivery & Dispatch	Bidders response	Reference page in the document
1	Delivery note generation - detailed		
2	Picking & packing lists		
3	Truck loading data		
4	Partial deliveries		
5	Proof of delivery (signature, mobile confirmation)		
H	Returns & Adjustments	Bidders response	Reference page in the document
1	Sales returns processing		
2	Reason codes (damage, wrong product, expiry)		
3	Stock re-entry rules		
4	Credit notes & refunds		
5	Audit trail		
I	Reporting & Analytics	Bidders response	Reference page in the document
	Standard Reports		
1	Sales by product		
2	Sales by customer		

3	Sales by salesperson		
4	Sales by region		
5	Gross margin per product		
6	Sales vs targets		
7	Returns analysis		
J	**Mobile & Field Sales**	**Bidders response**	**Reference page in the document**
1	Mobile order entry		
2	Offline capability		
3	Real-time sync		
K	**Integration Requirements**	**Bidders response**	**Reference page in the document**
	ERP must integrate sales with:		
1	Inventory / warehouse		
2	Finance & GL		
3	Customer segmentation		
4	Production (for manufactured products)		

8. PLANNING, STRATEGY AND IMPLEMENTATION MODULE

       Sub-modules;
A. Enterprise Review
B. Strategic Plan Monitoring and Evaluation
C. Performance Contracting
D. Automation of manual Reports and Integration of external automated government systems

No.	System Requirements	Bidders response	Reference page in the document
A.	**Enterprise Review**		
1.	Preparation of financial viability and sustainability of crops enterprises reports		
2.	Preparation of financial viability and sustainability of livestock enterprises reports		
3.	Preparation of financial viability and Sustainability of engineering services enterprises reports		
4.	Preparation of financial viability and Sustainability of AI training enterprises reports		
B.	**Strategic Plan Monitoring and Evaluation**	**Bidders response**	**Reference page in the document**
1.	Preparation of progress reports quarterly, bi –annual and annual on implementation of strategic plan		
2.	Preparation of work plans for each department		
3.	Preparation of quarterly , bi-annual and annual reports on progress of work plan (with use of project management tools)		
C.	**Performance Contracting**	**Bidders response**	**Reference page in the document**
1.	Allocation of annual targets from the Corporate PC to the respective departments- cascading of the PC		
2.	Integration of Preparation of the Corporate PC in the government online GHRIS performance contracting system		

		Bidders response	Reference page in the document
3.	Integration of Preparation of the quarterly reports in the government online GHRIS performance contracting system		
4.	Integration of annual self valuation of the Corporate PC in the government online GHRIS performance contracting system		
5.	Preparation of scores midterm review reports		
6.	Preparation of scores end term review reports		
D.	**Automation of manual Reports and Integration of external automated government systems**	**Bidders response**	**Reference page in the document**
1.	Automation of the National Values and Cohesion report assigned to respective departments		
2.	Integration of the ERP to extend monitoring and evaluation online tools such as the NACADA workplace and MAISHA certification		
3.	Integration of the ERP to System available at the National AIDS control council website for the target on prevention of HIV and non-communicable diseases		
4.	Automate manual the Road Safety Mainstreaming, asset management , presidential directives, corruption prevention, gender mainstreaming ,youths internships/industrial attachments/apprenticeships , competence development, disability mainstreaming		
5.	Project implementation monitoring tools like gaunt charts		
6.	Automate publications on STI peer reviewed journals/ books and book chapter		
7.	Availing the cycle guidelines online to respective departments on their respective boards		
8.	Integrate with Huduma services portal to disseminate technology innovation for uploading services process and reports for BRP for centralized access and wide publication		
9.	Automate reporting template for science, technology and innovation mainstreaming.		
10.	Automate research projects involving quadruple partnerships with research institutions, private sector and civil society / local communities.		

9. FINANCE AND ACCOUNTING MODULE

Summary

A. Budget Preparation
B. Payments Processing & Accounts Payable
C. Imprest Management
D. Accounts Receivable/Invoice processing
E. Treasury Management- Receipting
F. Treasury Management- Cheque /EFT processing
G. Cash book Management
H. Bank Reconciliation
I. Chart of Accounts
J. Journals
K. Fixed Assets
L. Financial Reporting

No.	System Requirements	Bidders response	Reference page in the document
A.	**Budget Preparation and Forecasting**		
1.	Ability to develop itemized Activity Based Budgeting.		
2.	Ability to manage multiple budgets and forecasts Store Approved annual estimates by vote and department		
3.	Allocate revenue targets and budgeted cost to responsibility/revenue Centres		
4.	Ability to provide periodic (monthly, quarterly and annual) budgets;		
5.	Automate user requirements / proposals (Activity Budgets) to the consolidated budget and link the same to the Annual Procurement Plan and users		
6.	Integrate quarterly, six months, nine months and budgets with financial statements.		
7.	Automate purchase and authorized requisitions and link to the budget		

No.		Bidders response	Reference page in the document
8.	Compute variances in three-dimension format; between Approved budget lines, Committed Budget lines and actual performance as per ledger lines on Monthly, Quarterly, semi-annually and annual basis		
9.	Ability to track and report on variance between budget and commitment & expenditure reports		
10.	Automate notification on budget balances to the user divisions/units.		
11.	Provide for Budget Reallocations and adjustments budgets approvals- Effect an inter-vote funds transfer Capture supplementary budget		
12.	Put controls to limit over expenditure		
13.	Expected Reports a) Vote holder's statement. b) Vote expenditure summary. c) Vote Balances report.		
14.	d) Compare actual vs budgetary allocation at any given time.		
15.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
B.	**Payment / Accounts Payable**	**Bidders response**	**Reference page in the document**
1.	Ability to process payment to Suppliers; Salaries and Allowances; statutory and other payroll deductions; PAYE, NSSF, HELB and NHIF; staff salary advances and staff claims		
2.	Ability to verify payments online, authorise payments online, (NB; Apply two level authentications)		
3.	Ability to Create and categorize suppliers\integrate details of suppliers created in Supply Chain Management module and employees' details created in the HR		
4.	Ability to offer online services such as: Receive invoices and supporting documents; approved for payment from Supply Chain Management Division as well as HR (Payroll and any other payments)		
5.	Ability to create and maintain supplier payment		

	information:		
	Bank account details		
	Payment details e.g. payment mode, frequency, discounts, penalties, etc. Currency details		
	Tax details e.g. KRA PIN		
6.	Ability to maintain supplier contact details e.g. address/email/mobile number		
7.	Ability to print payment vouchers fully capturing details of payment		
8.	Have a payment handling process with approval workflow and limits		
9.	Ability to support multiple bank accounts. bidder to specify no. of bank accounts the system can support		
10.	Ability 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.		
11.	Ability to allocate a supplier invoice to a cost centre allocate payments to suppliers' invoice.		
12.	Ability to automatically assign voucher numbers.		
13.	Ability to control payments as per the stipulated terms.		
14.	Ability to manage withholding taxes on supplier payments		
15.	Ability to pay suppler invoice in part		
16.	Ability for multiple invoices from a single vendor to be paid on one cheque with supporting detail on cheque stub or remittance advice.		
17.	Ability to hold disputed supplier invoice and payment.		
18.	Ability to void a payment voucher, void and stop payment of cheques.		
19.	Ability to On–line drill down analysis: Full drill down from the invoice to the payments and vice–versa information		
20.	Recovery and accumulation of Retention for settlement		
21.	Recovery and accumulation of Withholding Tax for settlement		
22.	Ability to integrate or facilitate filling of KRA taxes for staff and suppliers on KRA Platforms		
23.	Ability to link/apply LPO/LSO to payment/ Cash Book		

24.	Ability to maintain supplier accounts statement generate ageing analysis		
25.	Ability to categorize supplier's levels and track details ledger accounts		
26.	Ability to post payment transaction to journals/ ledgers		
27.	Ability to generate ageing analysis for the outstanding invoices and payments		
28.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
29.	Payment controls: Vouchers can be paid based upon date, priority, category, payment type, group vendor or any combination.		
30.	Auto posting of transactions to relevant expenditure ledger line accounts		
31.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		

32.	Ability to generate the following reports:-
	 a) Accounts payable balances as at a given date b) Creditors ageing summary & detail reports.
	    c) List of capital creditors.
	 d) List of recurrent creditors.
	 e) Supplier Ledger.
	 f) Supplier contact list.
	 g) Payment voucher listings and the status h) Payments on hold report
	    i) Cheque payment register j) List of voided cheques		

33.	k) List of voided vouchers l) Uncollected cheques list m) Daily Cheque disbursement report.		
C.	**Imprest Management**	**Bidders response**	**Reference page in the document**
1.	The vendor need to understand there are different of imprest which have different requirements		
2.	Ability to process Staff imprest requests, Approval, Payment and Surrender of imprest.		
3.	Allow for staff to apply for imprests online		

		Bidders response	Reference page in the document
4.	Ability to manage imprest requisition through Warrant Form up to remittance of funds to staff		
5.	Online approvals		
6.	Specify the envisaged accounting date		
7.	Ability for imprest holder to file returns for processing together with documents to support the amount spent as well as refund of unutilized funds if any.		
8.	Ability to alert the staff through email/SMS on any unaccounted imprest on the expiry of the allowed time period		
9.	Embedded controls to stop issuance of further to staff with an existing unaccounted imprests		
10.	Ability to notify and transfer the uncounted staff to be deducted on one's salary on expiry of the set time limit		
11.	Any imprest request will be linked to relevant budget, work plan and procurement plan		
12.	Allow for exceptional processing of imprest to officers with MD approval to hold more than one imprest		
13.	Expected Reports a) Age analysis of unaccounted imprests/ Imprest debtors b) Imprest recovery reports c) Automatically generate payroll recoveries d) Auto-Generate underspent receipts analysis e) Imprest ledger by staff.		
14.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
D.	**Account Receivable & Customers Invoice Processing**	**Bidders response**	**Reference page in the document**
1.	Ability to create and categorize customers and other receivables (staff advances, deposits and prepayments)		
2.	Generate customers invoice and make amendments/corrections to an invoice upon approval		
3.	Ability to maintain details of the debtors (contact address/ email/ mobile number/ ID Number of the debtors)		

4.	Ability to generate credit note		
5.	Ability to categorize customer levels and track details ledger accounts.		
6.	Ability to maintain and generate account statements generate ageing analysis report		
7.	Allow emailing of invoices/ statements/ receipts to customers		
8.	Ability to support activating and deactivating of with necessary approvals		
9.	Ability to update invoices on the General Ledger, Customer accounts as per Sub-categories of the Debtor		
10.	Ability to accommodate credit management policy		
11.	Ability to generate reports on receipts on the various categories as defined and reports showing individual payers.		
12.	Allow for printing of a comprehensive customer statement showing all transactions.		
13.	Ability to detect duplicate customers by comparing the customer's unique details like the PIN.		
14.	Ability to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.		
15.	Ability to send alerts and notifications when accounts receivables are due		
16.	For customers who overpay, the system should be able to: Perform invoice split-matching Allocate the excess amount to the customer's credit account		
17.	Ability to track a customer's credit balance		
18.	Support bad debt provisioning		
19.	Ability to interface with the HR module to allow posting of staff receivable from HR		
20.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		

E.	Treasury Management -Receipting	Bidders response	Reference page in the document
1.	Support for unlimited number of bank accounts		
2.	Ability to support the following modes of payments: • Bank deposits • Cheques; • EFT or RTGS; • Mpesa • Cash		
3.	Ability to generate receipts on every payment and allocate receipts into various GL accounts		
4.	Ability to issue receipt notification: • Print, • Email, • SMS		
5.	Able to handle other miscellaneous receipts and Sale of boarded items; Reimbursement of imprest; Salary advance repayment, Interest income Unidentified bank deposits / cheques/mobile money payments; Other income		
6.	Ability to handle erroneous receipts.		
7.	Ability to process receipts in multiple currencies		
8.	Ability to charge interest on returned (bounced) customer cheques		
9.	Ability to 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.		
10.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
F.	Treasury Management- Cheque/EFTs Payment Processing	Bidders response	Reference page in the document
1.	Ability to process EFT/RTGS payments, Cheque payments and cash payments.		
2.	On line drilldown account analysis from various Banks/ Bank Statements all the way to the source transaction the general-ledger and to migrate information to the Spread Sheets.		
3.	Create alarm features for a pre-determined payable at a time in each bank account		

		Bidders response	Reference page in the document
4.	Record transfers between bank accounts		
5.	Allow for automatic reversal of erroneous entry		
6.	Sign cheques online		
7.	Notification of suppliers when cheques are due for collection online.		
8.	Ability to keep cheque disbursement register. Indicate date when cheque is collected, person collecting and his ID number & telephone number etc.		
G.	**Cash Book Management**	**Bidders response**	**Reference page in the document**
1.	Ability to create and manage multiple cashbooks		
2.	Ability to manage cash and banking activities by providing an automated interface to the EFT/RTGS system and bank should provide the CSV format of the EFT entries		
3.	Handling receipts and payments transactions through cash books		
4.	Enable inter bank account and Mpesa account transfer funds		
5.	Ability to perform monthly bank reconciliation for the Bank Accounts and Mpesa Account.		
6.	Ability to integrate with Banks and Mpesa Applications		
7.	Ability to import bank statements into the system		
8.	Ability to update unknown debits/credits automatically and provide balances of unknown amounts.		
9.	Ability to perform cash flow management		
10.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
H.	**Bank Reconciliation**	**Bidders response**	**Reference page in the document**
1.	Ability to generate cash books automatically		
2.	Ability to post the Cash Book entries to the General Ledger		
3.	The application MUST provide an extension to load		

		Bidders response	Reference page in the document
	bank statements online. The application MUST have acceptance of standard formats for bank statements which are applicable in case of all banking practices and standards		
4.	Flexibility to import transactions from various banks systems		
5.	The following bank details to be captured in full: Bank code Status (active/inactive) Bank name Bank branch Sort code Address Account name Account number Lookup code Transaction details: Transaction limit Transaction reference Comments Transaction type Supplier code Customer code		
6.	The application should automatically create miscellaneous transactions to record bank initiated activities like interest gained, bank charges etc.		
7.	Support bank reconciliations across multiple banks		
8.	The application MUST automatically generate reconciliation accounting entries		
9.	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		
10.	The system MUST facilitate online transfer of funds across the bank accounts		
11.	Ability to generate monthly reconciliation statement		
I.	**Chart of Accounts**	**Bidders response**	**Reference page in the document**
1.	Ability to define and maintain the structure of the Chart of Accounts		
2.	The Chart of Account must provide for an alpha-numeric, flexible account code structure with a user-defined number of segments and lengths per segment.		
3.	Ability to create customizable charts of accounts and enable ability to edit and Indent		
4.	Changes to the Chart of Accounts must be controlled require necessary approval or amending be restricted to authorized personnel		
5.	Ability to accommodate more than one company		

	structure		
6.	Ability to maintain budgets at all levels of the Chart of Accounts		
7.	Ability to create/setup GL accounts and deactivate the same without erasing it in its entirety		
8.	Ability to extraction the Chart of Accounts / GL listing		
9.	Allow reclassification of charts of accounts/General Ledger		
J.	**Journals**	**Bidders response**	**Reference page in the document**
1.	The system must be able to create and post journal		
2.	Allow for correction/reversal of posted journal through an approved workflow process		
3.	When reversing a transaction, ability to perform a Credit/Debit transaction and maintain the previous transaction historically instead of erasing it. However, for rejected journals, the system can cancel the transaction without keeping its record.		
4.	Ability to handle different types of journals e.g. budget journal, general ledger journal, accrual journal, recurring journals etc.		
5.	Ability to maintain a history of full details of all transactions and avail them for printing when required		
6.	Ability to import/upload journal vouchers in batch from a spreadsheet document or text files. There should be workflow for approving such uploads.		
7.	Ability to export journal vouchers in batch to spreadsheet or text file		
8.	Functionality must be present for reversing and copying a journal entry		
9.	Ability to allow the holding of journal entries The must enable held journals to be viewed and posted		
10.	Ability to allow one to determine the source of a e.g. invoice number, payment voucher number, etc.		
11.	Capability to set up recurring LPOs and journals entries for transactions that are processed in a recurring manner		

		Bidders response	Reference page in the document
12.	Posting to control accounts by end users should only take place via sub-ledgers		
13.	Support journal to be grouped and processed in ensuring verification and authorization		
14.	Support processing of taxes (PAYE, Withholding VAT, withholding Tax, Withholding taxes on professional fees and other taxes)		
15.	Require approval of transaction before posting		
16.	Manage recurring transactions. Categorize income and expenses at various levels (grouping, sub-groups)		
17.	Ability to drill down transactions from GL		
18.	Ability to print and/or export GL in various formats e.g. excel		
19.	Capability to Import/export transactions or data various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
K.	**Fixed Assets**	**Bidders response**	**Reference page in the document**
1.	Ability to maintain a fixed asset register		
2.	Ability to update the assets register with additional assets purchased in each period, disposals, revaluation, compute depreciation and net book value for each specific asset on quarterly basis.		
3.	create a fixed asset and capture the following fixed information: Asset description b. Asset serial number c. Location d. Asset main category e. Asset subcategory		
4.	f. Department/Cost Center g. Custodian h. Purchase date I. Depreciation start date j. Service start date k. Vendor l. PO reference m. Invoice reference n. Warranty period, e.g. start and end dates o. Original cost p. Salvage value		

	q. Useful life in month/years r. Bar Code s. Registration Details t. Depreciation/ amortization method		
5.	Ability to flexible reporting functionality that enables one to extract any information above as a report. It should have a report on assets whose book value is zero.		
6.	Ability to perform fixed assets disposal whether full or partial disposal, through a workflow		
7.	Ability to automatically calculate gains / losses on disposal of assets and creating the journal in the GL		
8.	Maintain cost of improvements to existing assets component of asset value		
9.	Comprehensive search facility based on details on the assets		
10.	Automatic capture of fixed asset items into the account as assets and not expenses		
11.	Automatic capture of fixed asset identification numbers		
12.	Ability to support various methods of asset acquisition		
13.	Ability to capture work/construction in progress (WIP/CIP) assets and later convert them as normal assets and start depreciating		
14.	Ability to use flexible depreciation and amortization methods and change as required and to vary these over the asset life and support the following depreciation methods: i. Reducing balance ii. Straight-line iii. User defined method of depreciation		
15.	Ability to calculate depreciation based on groups of assets:		
16.	Ability to recalculate depreciation/amortization on asset: Based on a change in value		
17.	Based on a change in depreciation/ amortization schedule Based on a change in asset life		
18.	Ability to process and post transactions: Depreciation expenses, Cost Adjustments, if any		
19.	Ability to retire assets via different methods: Fully		

		Bidders response	Reference page in the document
	Partially retire Retire by units		
20.	Support asset cycle count facility (prompting the counting and reconciliation of certain classes of assets).		
21.	Ability to generate fixed assets register reports		
22.	Generate asset depreciation register (detail and summary)		
23.	Generate unposted depreciation calculation before transferring them to GL but after running depreciation in the asset's module		
24.	Ability to maintain a history of changes to fixed assets and be able to track changes		
25.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
L.	**Financial**	**Bidders response**	**Reference page in the document**
1.	Ability to create Trial Balance (TB) and Detailed Trial Balance		
2.	Ability to generate periodic (Monthly, quarterly and annual) financial statements (Statement of financial performance, Statement of financial position, Statement of changes in Net Assets, Statement of Cash flows –and Statement of Budget versus Actual Expenditure, Notes to the financial statements)		
3.	Ability to Integrate approved budget with financial statements.		
4.	Segment reporting capabilities for both Revenue (in terms Revenue Streams/items, category, Revenue per Regions) and Expenditure on monthly, quarterly, semi-annually and annual basis – Cost Centre Accounting		
5.	Ability to customize reports as per IPSAS Accrual Standards, Treasury prescribed formats and any described format by donors		
6.	Ability to create comparative periodic report – weekly,		

		Monthly and annual (budget against actual, Prior period against actual period)		
	7.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		

10. SECURITY MANAGEMENT MODULE

SUB-MODULES

A. Security planning
B. Safeguarding of Corporation's properties, employees, assets and information
C. Deployment of security personnel
D. Hand over /take over duties
E. Documents required for duty;
   i. Occurrence book
   ii. Pocket book
   iii. Message book
   iv. Instruction book
   v. Register
F. Acquisition and provision of weapons
G. Training of security personnel
H. Generation of incident reports, daily, weekly/monthly/quarterly
I. Seminars and workshops
J. Security survey/Audit
K. Personnel accidents
L. Implementation status report of the recommendations by the CEO.

No.	System Requirements	Bidders response	Reference page in the document
A.	**Security Planning**		
1.	The system must allow a comprehensive physical security plan which will combine both technology and specialized hardware		
2.	The system shall include countermeasures against intrusion such as I. Site design and layout II. Environmental components III. Emergency response readiness IV. Training V. Access control VI. Intrusion detection VII. Power and fire detection		
B.	**Safeguarding of Corporation properties,employees,assets and information**	**Bidders response**	**Reference page in the document**

1.	The system shall ensure that the safeguarding of the assets and information is done through a good internal controls by, a. Establishing agreements that ensure employees are forbidden from revealing any restricted records. B Signing of confidentiality agreements.		
2.	The system should be able to send alerts in case of intrusion		
C.	**Deployment of security personnel**	**Bidders response**	**Reference page in the document**
1.	The system should allow the decision to deploy the security personnel after a proper assessment of threats have been conducted by a security specialist. A medium to high threat environments may require armed security while low threat site may not necessitate the deployment of the armed guards		
D.	**Hand over/Take over duties**	**Bidders response**	**Reference page in the document**
1.	The system must ensure that the document written by an employee who is leaving their role(either permanently, or temporary)This is designed to help whoever is taking on their day to day tasks get to grips with them and understand their duties. It should include, a. A description of your daily tasks and processes b. Key day to day activities c. Access to all relevant spreadsheets and files d. Project deadlines and status updates e.information about any regular/recurring meetings F.A list of key contacts customers, clients, stakeholders, managers.		
E	**Documents required for duty**	**Bidders response**	**Reference page in the document**

1.	The system must ensure that in order for you to carry out your duties as a security officer efficiently. Certain functions must be performed. These include maintaining and completing various documents and registers during your duty shift as a security officer. A security officer will always have to execute the functions of administration as part of his/her work. Documents required for duty are, a. Occurrence book b. Pocket book c. Message book d. Instruction book e. Register-Are documents that control items such as keys, vehicles, firearms, ammunitions etc. Type of registers include 1. Found property register 2. Vehicle log book 3. Case register 4. Vistors register 5. Firearm control register 6. Ammunition control register 7. Key control register		
F.	**Acquisition and provision of firearms.**	**Bidders response**	**Reference page in the document**
1.	The applicant must be of age of 21 years and above and well trained in handling of firearms in order to be deployed to guard corporation properties.		
G.	**Training of security personnel**	**Bidders response**	**Reference page in the document**
1.	The system shall ensure physical training to offer skills required to stay fit and active enough to tackle, fight and prevent any harmful or violent attacks		
2.	Capabilities to offer the following training a. Unarmed training b. Armed training C. Skilled training.		
H.	**Generation of security incident reports**	**Bidders response**	**Reference page in the document**

1.	The system shall generate daily/weekly/monthly and Quarterly incident reports using approved template.		
I.	**Seminars and workshops**	**Bidders response**	**Reference page in the document**
1.	The System shall help with security awareness training offered by security professionals to prevent and mitigate user risks as it will help the users and employees understand the role they play in helping to combat physical and information breaches.		
J.	**Security Survey/Audit**	**Bidders response**	**Reference page in the document**
1.	The system must show a thorough physical examination of a facility and its operations with respect to personnel and corporation assets this will be done by, A.Examining the risks these assets are exposed to and review the measures that are in place to protect them and to mitigate liability. The system must assess whether the existing security systems and procedures are operating to set of standards or criteria they are designed to by, b. Evaluating the administration of the system, security awareness of the employees, the management control and compliance with set standards		
K.	**Implementation of the status report**	**Bidders response**	**Reference page in the document**
1.	The system must carry out, execution or a practice of a plan,report,method or any design that must follow after the recommendations by the CEO and ensure its full implementation/progress of the implementation		

11. CORPORATE COMMUNICATIONS CUSTOMER RELATIONSHIP MANAGEMENT

SUMMARY

A. General
B. Complaints
C. Branding
D. Corporate Social Responsibility
E. Feedback

No.	System Requirements	Bidders response	Reference page in the document
A.	**GENERAL**		
1	Escalation of customer complaints for ease of progress monitoring need to capture the received from all units, date complaint resolved, summary and quarterly reports to the Ombudsman (C.A.J.) as well as evaluation of capacity building quarterly.		
2	Enquiries especially those relating to own products and services. Need to have an online access to information register.		
3	Corporate Social Responsibility (CSR) - to capture a list of requests, activities and an annual report on the same to avoid duplication.		
4	Operationalization of the Service Delivery Charter. Module to capture both Corporate and customized Service Charters Reviewing and cascading of the same in English and Kiswahili.		

5	Online and print media advertising system to capture requisition from various departments on advertising needs, selected media house/houses, artworks approval and advertising space orders forms.		
6	Customer care help desk system to capture enquiries date, customer identification service provided and timelines		
7	Generation of reports and policies - To capture reports and 4 shows, field days, field demos and reports.		
8	Documentation of processes and procedure for all service processes. Capture the service provided indicating details of the customer and feedback.		
9	Complimentaries - system to capture all complimentary items procured, issuance, beneficiary's e.t.c.		
10	Publicity –to capture, promotion materials e.g. roll-up pop media banners, fliers e.t.c		
11	Communication policy- capture communication flow chart and communication infrastructure		
12	Consulting in communication needs of all departments in the corporation.		
13	Submodule to capture signage and branding		
B.	**Complaints**	**Bidders response**	**Reference page in the document**
1.	The system should trigger notifications to the respective Divisions, centres or sub-centres when a		
2.	Ability to receive and process corporate complaints		
3.	Capability to accept complaint from various methods e.g. letters, email, suggestion box, verbal, website and		
4.	Ability to keep a record of all complaints in a financial year		
5.	Ability to send alert to members of staff participating complaints committee members online		

		Bidders response	Reference page in the document
6.	Ability to track complaints and give a status		
7.	Ability to upload, edit and share complaints resolution report		
8.	Ability to issue reminder alerts on complaints not yet resolved		
9.	Ability to allow notification to be sent to the complainer/ complimentor		
10	Capability to have and allow access to complaints form, compliments feedback form		
11	Ability to give rights to the Complaints committee		
12	Capability to integrate with the CAJ system to facilitate submission of reports		
13	Capability to allow concerned parties access to the complaints resolution register		
14	Ability to generate report complaints quarterly and annually		
15	Ability to compile all institutional complaints and drill down to regions and departments		
C.	**Branding**	**Bidders response**	**Reference page in the document**
1.	Ability to allow receipt of branding requests from departments and submit feedback on the requests		
2.	Capability to link with all branding budgets for coordination and utilisation by CAQA in order to		
3.	Ability to allow for approval to be done online		
4.	Capability to allow only budgeted branding requests		
5.	Ability to interface with Supplies module for Purchase requisition to be raised		
6.	Capability to interface with admin module and give alerts for rebranding requests		
7.	Ability to interface with inventory so as to show branded items in stock		
8.	Ability to update on already branded items against the set target		
9.	Capability to assign branding activities to respective Communication officers		

			Bidders response	Reference page in the document
10	Ability to allow confirmation of branding activity as requested.			
D	**CSR**		**Bidders response**	**Reference page in the document**
1.	Ability to accept CSR request from centres, sub- centres			
2.	Ability to allow for approval to be done online			
3.	Ability to communicate feedback on CSR requests			
4.	Capability to be linked with SCM Module and accounts module in case a PR or Imprest is to be raised.			
5.	Ability to show status of the CSR request.			
6.	Ability to monitor utilization of funds allocated to CSR activities			
7.	Capability to support assignment of CSR to respective communication Officers			
8.	Module should have a report that shows all CSR reports for the Corporation and drill down to individual regions. It should also show rejected and approved CSR requests for a financial year.			
E	**Feedback**		**Bidders response**	**Reference page in the document**
1.	Ability to compile feedback forms from different regions into one.			
2.	Ability to allow for creation of reports on the feedback provided			
3.	Capability to have customized feedback forms to suit respective departments and regions as per the			
4.	Ability to analyze on the different feedback			
5.	Ability to allow customers and stakeholders to be able to give their feedback			
6.	Ability to compile all feedback into a report for the whole institution and drill down to different regions,			
7.	Ability allow submission of feedback reports to action department for their action and allow submission of feedback on action taken			

12. LEGAL SERVICES MODULE

Summary

- Contract/MOU Management
- Court Documents and tracking
- Integration with E-Board System
- Management of legal documents
- Support of Governance Audits

No.	Online System Requirements	Bidders Response	Reference Page in the Document
A.	**Legal Management**		
1.	Capability for Contract / MOU Management and Tracking;		
2.	Capability to provide templates for preparing court documents;		
3.	Capability for tracking of Court Processes;		
4.	Ability to allow legal Compliance Tracker;		
5.	Capability for Policy formulation analysis and review;		
6.	Ability to integrate with E-Board system;		
7.	Capability for preparation of legal documents including contracts;		
8.	Capability to support Governance audit and related issues; and		
9.	Ability to upload court documents for storage e.g. Court summons, rulings etc		

13. THE SYSTEM MUST MEET THE FOLLOWING ADDITIONAL REQUIREMENTS

1.   Architectural Requirements to be met by the Information System
2.   System administration and management functions
3.   Performance requirements

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

Software and Hardware Architectural Requirements

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
1	Technology	The system should be developed in the up to date technology and must have capability to be supported by existing operating systems and devices without distortion of information and user interface.		
		The system should be user friendly, menu driven with extensive online help facilities. The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable the corporation accommodate future changes.		
		The bidder must define the Technology platform(s) to be used to fully deliver their proposed platform. This should include: -		
		The proposed components of the system (Names and versions) The application development environment. The database proposed. Operating system proposed. Client or end-user operating systems supported		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		Open-endedness of the platform to allow integration with other upcoming systems. Describe the programming language/technology of the system. Supply and installation/setup of the appropriate software, licenses and kits;		
		Bidder to describe the following architectures that will be embraced by the proposed platform; System architecture, Information architecture, Infrastructure architecture and Security architecture		
2	Functional Interface	The platform must be accessible in all the web browsers i.e Microsoft Edge, Internet Explorer, Opera, Google Chrome, Firefox etc Have a Graphical User-friendly interface that is web-based Simple and Intuitive navigation between functions such as dropdown menu-driven options for common/known data fields. Automatic population of known fields to reduce data re- entry Ability to print any information displayed on a screen.		
		Data validation and error checking facility. The ability for the system to set up various parameters that are user- specific (data classifications, formulas). Be service-oriented architecture and based on web technology standards, interoperability with open standards. Ability to allow for remote access to the System through a standard web browser, mobile.		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		The ability for the system to grant access to users through a single sign- on/log-on facility. The system should interface with other applications. Allow multitasking in different windows		
3	Scalability and Performance	One of the fundamental requirements of solution architecture to be provided by the vendor is its ability to scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution. It should provide for Scale-Up and Scale out on the platform, Web Servers, Database Servers, Application Integration Servers, Business Intelligence (BI) and all other solution components.		
		The system must be adaptable and scalable with changing technology		
4	Availability	Solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures.		
		Solution should support disaster recovery The solution should support remote access		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
5	Manageability	All the components of the system must be managed from a remote management station. Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.		
6	Architecture	The system should support a multi-tier architecture with each tier fully independent. It should have an Active Directory (for authentication) and e-mail system and also provide a flexible API for system integration and application development.		
		The system should provide a modular facility to customize the document management interface to meet specific functional requirements		
7	Security	The ability for the system to grant access to users through a single sign- on/log-on facility. Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period		
		Different confidentiality settings for groups and individuals to be managed by the administrator.		
		Modern threat protection, customizable content controls and an intuitive web-based console		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		Configure Violations to warn users, block the files from being posted and/or replace the files with custom text. Two factor Authentication of users Where there is high level approval, such to be limited to defined devices only. The system must support extensive audit trails at folder/ aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, date and time. The system should ensure that the audit trails remain unalterable and this function should be fully handed over to the Corporation.		
		Provide system's security driven by roles, so as to reduce the number of security profiles that need to be maintained The system should have adequate data entry security controls, validation, check digit, etc. Definable password and security permission with read, update, add, delete and post. Separation of business application system access and administration from that of Database Administration and Operating System access and administration.		
		Audit trail on Users, functions accessed with details of transactions should be posted to a secure log file both within the system and an offsite location that is only accessed by a designated staff.		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		Maintain Disk Storage of Audit Trail Log file (log password reinstructed)		
		The system should be modular allowing phased implementation of additional modules.		
	User Authentication	Each user must be authenticated with a unique user-id / username and password on the application. The User IDs / Usernames should be case sensitive.		
		All user accounts must be managed with reference to and in synchronization with an authoritative central user management system e.g. identifying personal numbers in Corporation's active staff database (Active Directory, Central HR database or the ERP etc.) for internal Corporation users NB: User accounts management activities include but not limited to new user creation, user maintenance, rights management with groupings and user authentication (during login).		
		All new user accounts must have a system-generated random password when created. A secure way of communicating the initial password to the user should be utilized, e.g. via an e-mail account.		
		The system must prompt users to change their passwords the first time they log on to the application.		
		The system must support password expiry features with a configurable frequency. This should be parameterized to allow flexibility in adjusting this value as required.		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		The system should not support automatic logins to guard against brute force attacks. The login page should include a challenge which the user responds to before proceeding with the login.		
		The system must implement the following Password Strength Controls:		
		Passwords should have a configurable minimum and maximum lengths		
		Password must meet a configurable combination of the following 4 complexity rules: at least 1 uppercase character (A-Z) at least 1 lowercase character (a-z) at least 1 digit (0-9) at least 1 special character (punctuation)		
		These password features should be configurable to support future complexity requirements		
		During password change, if the new password doesn't comply with the complexity policy, the error message should describe EVERY complexity rule that the new password does not comply with		
		The solution should implement a secure self-service password recovery mechanism in the event the user forgot their password. Recovery should support sending OTP through sms.		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		Any password reset/recovery mechanism option must not reveal whether or not an account is valid, preventing username harvesting		
		The login page and all subsequent authenticated pages must be exclusively accessed over TLS. All active sessions must be encrypted		
		The solution should support expiring of newly created accounts if not used for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required		
		The solution must support a password change notification and a configurable number of grace logins. The password must be changed after a configurable duration. This should be parameterized for flexibility		
		The solution must support password lock out after a configurable number of unsuccessful login attempts. This should be parameterized to allow flexibility in adjusting this value as required		
		The solution should respond with a generic error message regardless of whether the user ID or password was incorrect. It should also give no indication to the status of an existing account. The generic message should not reveal which of the authentication parameters is invalid		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		The solution should support re-authentication for sensitive features e.g. before updating sensitive account information such as the user's password, user's email, or before performing sensitive transactions. The function(s) requiring re-authentication should be configurable/determined		
		The solution must not allow the re-use of a past password until a set period of time and a set number of password changes have been made. This should be parameterized to allow flexibility in adjusting this value as required		
		High level approval e.g. the Final approval for payment and any other such approvals as shall be defined from time to time, to be confined to specific devices.		
	Security plan	Bidders are required to submit a comprehensive security plan considering physical security, network security, user, application and database-level security for the system platform User Authentication, Logging & Auditing (audit trails), Session Management, Session Expiration etc		
8	Confidentiality	The system must ensure that data are accessible only to those authorized to have access. Access to the server resources must be protected and authorized by the system to prescribed Actors/Roles as documented.		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		All user account management functions must require re- authentication even if the user has a valid session id. Session should expire in 5 minutes after request is idle. This time shall be configurable. Time of changes to data must be recorded to the nearest second Accountability. The system must maintain complete, secure records of actions that affect security. Such action includes introducing new user to the system, assigning or changing the security level of a subject or an object and denying access attempts.		
9	System integration	Seamlessly Integration with all existing digitized systems and allow for future integration too. The solution/interface needs to be integrated with SharePoint Libraries, Access Control and other Should support both Synchronous and Asynchronous communication(information exchange) with the backend business applications		
		The integration should enable Administrators to easily surface documents in the system, allowing them to: Link to one or more individual documents selected from the system Create lists of documents based on specific selection criteria: e.g. library, folder or metadata Insert links to individual documents inside rich text areas Easily give access to documents in other systems by selecting libraries, for folders or individual files.		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
10	Workflow	The bidder is to automate all the processes defined for the generation of appropriate reports, data analysis etc as per the requests Develop workflow for each of the processes and allow for proper management of the same. The workflow should be accessible anywhere in the world. The system should support authorized users to forward data for approval in a predefined and flexible route. Users in the workflow should be able to access the work items in their inbox and process them accordingly. These inboxes shall have the facility to categorize overdue work, pending work, all my work, Work Assigned to Me, by filtering using the user login ID The System should provide a form generating tool which can:		
		Be used to design a data entry form to feed into the database so that stakeholders who don't have a digitized system can open, fill and update the database. Creation of different action codes (attributions) for different tasks with different automatic alerts e.g. e-mail, Short Message Service etc. or notification for pending work to officers Allow for drill down of data and give a Clear overview in one window of all attributions to a person or to a department or item		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		Search for persons/departments and their records, closed, open and overdue payments from the aggregated data from all the integrated systems. The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the work is routed in the defined path. The system should support time and event-based reminders and automatic escalations to relevant user after specified time intervals pending work items, completed items, items pending with specific users etc. The system should provide a facility for assigning tasks and deadlines for users in a work flow. The system should provide for the change of deadlines based on requests		
		Workflow configuration utility should be defined to seamlessly move data from one module to the next (end to end configuration)		
11	Documentation	Provide technical documentation detailing how the system has been setup and how the various features will be utilized Create backup and disaster recovery plan Create documents and guides for day- to-day use of the system by end users On-going support, user management and system administration On-going maintenance of the entire platform and related applications		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		Core Integration architecture		
		A comprehensive work plan showing the scheduling of project tasks and resource allocation.		
12	Notification	The system should have a capability sending notifications to the relevant user/stakeholder.		
		The system must be configured to send system functionality and availability alerts to the administrator and should self-healing feature in case of an error, and enable Error logging		
13	Business continuity	Scheduled backup and real- time replication		
		Have multi-user capability: with many users logging in at the same time - concurrent users		
		The system be accessible over LAN and WAN using client server.		
		Run on Relational Database Management System such as MS SQL		
		Provide Detailed Operational and Maintenance Manuals and On-line Reference Manual.		
		Training Operators on daily operations of the system.		
		Training IT staff on management and user support of the software.		
		Built in Backup Function and File Recovery Utilities. Provide back- up/recovery and restart procedures and programs as well as an active audit trail for continuity of operations		
		The application will have a centralized database to be accessed by all authorized users.		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		The application will be expected to have the ability to archive data designated as dormant to different data files. The system must have process workflows, triggers and escalation for report generation of analysed data		
		The System must have the capability of performing incremental backups without system downtime.		
		Transaction Rollback After Crash, System Integrity Check for file and data corruption.		
		Ability to scale in database size to store data for 5 years.		
14	Reports	Ability to handle versatile reporting queries from staff and allow automatic generation of scheduled reports		
		Have an adhoc report writer/report generating tool that will enable the Corporation to design and tailor reports to meet specific reporting requirements. Generate standard and customized reports with the provision for a drill-down capability.		
		The system should allow the reports to be exported to PDF, DOCX, CSV, Excel or any other file format required by the user.		
		Ability to email reports directly.		
		The system must provide comprehensive reporting facilities including: parameter-driven standard reports available from menus An ad hoc query reports		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		The ability to integrate with a data warehouse.		
		The system must provide the facility to allow authorized users to download information in various formats such as pdf,		
		The system must provide an online help facility to the users		
		The stakeholders will request online for reports and analysis documents. The requested reports will be allocated to internal users to undertake the generation and submit to the relevant office to release. Ability to process batched report requests without operators intervention		
		Ability to retain archived history transactions online for a specified period of time without affecting system processing capacity		
		Ability to develop custom menus and reports and assign		
		to users to minimize and prohibit direct access to database records		
		The system should provide various dashboards on related information for different users. The system should allow the users to be able to customize their dashboards depending on the data they need to see.		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Document
		The system must provide a facility for output/reports to be directed either to a printer, screen or file and have the following fields: title/description; Page numbering; End of report message; and Default spooling where output size exceeds user- defined limits. Item No, General Report features etc		
		Ability to handle versatile reporting queries from staff. Automatically refresh when the underlying data is changed. Ability to configure the layout of standard reports. Ability to transform existing data in a report into a chart or graph. Ability to predefine the generation of automatic reports for example weekly, bi-weekly, monthly, quarterly, annually.		
		The bidder shall demonstrate that the platform has tools that provide easy to use wizards that will enable users to create customized reports. Users who perform this function will have to be trained on the use of the tools.		

Submission of the Proposal

To facilitate the analysis of responses to this RFP, bidders are required to prepare their proposals in accordance with the instructions outlined in this section. Bidders must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in disqualification. For each question asked in the RFP, the proposer shall provide their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labelled clearly.

The standard documents and forms should be attached and the proposal organized as follows.

Section 1: Standard Documents and Forms

i.   Copy of Certificate of Company Registration/Incorporation issued by Registrar of Companies certified by a Commissioner of Oath

ii.   Copy of Pin Certificate issued by Kenya Revenue Authority certified by a Commissioner of Oath

iii.   Copy of valid Tax Compliance Certificate issued by Kenya Revenue Authority certified by a Commissioner of Oath

iv.   Copy of Business Permit Certificate issued by County Government certified by a Commissioner of Oath

v.   Copy of CR12 NOT older than 6 months from the Registrar of Companies certified by a Commissioner of Oath

vi.   Must submit a duly filled, signed and stamped Confidential Business Questionnaire.

vii.   Must submit a duly filled, signed and stamped Certificate of Independent Tender Determination

viii.   Must submit a duly filled, signed and stamped Self Declaration that the person/tenderer is not barred in the matter of the Public Procurement and Asset Disposal Act 2015 (SD 1)

ix.   Must submit a duly filled, signed and stamped Self Declaration that the tenderer will not engage in any corrupt or fraudulent practice (SD 2)

x.   Duly filled, signed and stamped BENEFICIAL OWNERSHIP INFORMATION - (BOI) DISCLOSURE FORM

xi.   Must submit a duly filled and stamped Integrity Declaration Form.

xii.   The bid document must be serialized up to the last page as articulated in the PPADA 2015 Section 74 (1) including and not limited to attachments, etc.

xiii.   Must submit a duly filled, signed and stamped Form of Tender on the Tenderer's Letterhead

xiv.   Company Profile

xv.   Provide Audited Accounts for 2024, 2023 and 2022 with a gross turn-over of at least 50 Million per year. The audited accounts must be stamped by the auditing firm and signed by the Lead Auditor and Director(s) of the company for authentication purposes.

xvi.   A tender security of Kshs.500,000.00 from a reputable bank or Insurance company accredited by IRA and valid for 126 days from the tender opening date

xvii.   Evidence of Physical location of the company/firm (title deed or lease agreements)

xviii.   Must provide references of at least 5 similar projects, with each contract amounts of 20 million and above for the period 2025 – 2023 (Attach recommendation letters printed on client's letter head duly signed with the following details: Name of the contact person, Email address and Telephone number, contract amount, contract period) You **MUST** also attach certificate of completion

xix.   Valid development and implementation authorization certificate (minimum of Gold or equivalent level) from the product developer/solution's copyright holder

xx.   Attach copy of Valid certificate of accreditation with ICT Authority: category – Systems and Applications, Grade: ICTA 2 or above. (This MUST have been acquired prior to the date of Publication of this tender)

Section 2: Executive Summary

This part of the response to the RFP should be limited to a brief narrative describing the proposed solution. The summary should specify the proposed technologies to be used and should contain as little technical jargon as possible. The executive summary should not include cost quotations.

Section 3: Firm and Team Experience

Firm Experience

Bidders must have a minimum of ten (10) years' experience implementing Public Sector ERP solutions additionally the bidder must have handled five (5) similar projects in scope and complexity in the last five (5) years. Attach the names, addresses and contact details of these organizations and LPO/LSO and completion certificate (for completed assignments) and provide details of work under way or contracted.

Key Personnel, Experience and Qualifications

The bidder shall be required to propose suitable personnel capable of delivering the project within the stipulated timeline. The personnel should in the least fall in the following categories and meet the stated criteria.

Project Manager/Team Leader

The implementing team shall have a team leader whose main duty will be to ensure that implementation of the system meets the requirements and adheres to the schedule and budget; The lead implementer shall have the following qualifications and experience;

- Bachelor's Degree in Computer Science or related field
- Master's Degree in Business Administration, Finance or project management
- A certification in project management
- At least seven (7) years' experience in implementing the proposed ERP solution.
- Has led teams in the development of at least four relevant and comparable assignments in the last seven years.

Development Team

The development team shall be composed of a minimum of four (4) personnel with skills in ERP design, setup, installation, customization and implementation. The team should in the least be composed of a solutions designer/architect, two developers and an implementer. The members of the development team shall have the following qualifications and experience;

- Bachelor's Degree in Computer Science or related field
- Experience of a minimum of four (4) years in ERP Design/Development/ Implementation respectively.
- Has participated in the respective role in at least two relevant and comparable projects in the last seven years.

Section 4: Technical Proposal

4.1 Detailed work plan

Provide an overview of the approach to be used for the development of the system and an activity-level project plan that details how the proposed solution will be implemented within a period of **nine (9)** months and the roles of the project personnel.

4.2 Description of the project implementation methodology:

This section will provide details on but not limited to:
- Requirements gathering and analysis
- System design and development

- Systems integration plan
- System Testing plan: The Bidder should also describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate to provide to the Corporation related to such testing:
  - o Unit testing
  - o Integration testing
  - o Stress/performance testing
  - o User acceptance testing (UAT)
- Training Plan: Upon successful implementation, the Corporation shall require the solution provider to provide technical and end user training. The Bidder must provide a training plan detailing the nature, level and amount of training to be provided to each of the target groups and the tools to be used.
- Data conversion and migration plan
- System documentation and manuals: The successful bidder shall be required to provide user manuals (Technical and End user) to the Corporation as part of the initial training and on-going operational support.
- Knowledge transfer: The Bidder should describe their process for ensuring that a transfer of knowledge occurs back to ADC staff such that staff are capable of supporting and maintaining the application in the most proficient manner once the implementation engagement is complete.

4.3 Support and maintenance plan:

In this section, the bidder is required to specify the nature and conditions of any post implementation support options including:
- Post-go live support that is included in the proposal response
- Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
- Remote support
- Desk services (Provide a draft service level agreement for your help desk with your response to the tender)
- Online knowledge base (i.e. – how it is accessed, who updates etc.)

In doing so the bidder is expected to include:
- Supplier maintenance support plan and facilities
- Draft Support and Maintenance Service Level Agreement
- License requirements
- Future upgrades

4.4 Change Management and Communication

The bidder is expected to provide a high level change management plan as part of the bid. This shall be refined with the internal stakeholders once the assignment commences. The successful bidder will take the lead in implementing the various tasks and activities as per the plan.

4.5 Change Request Management

The bidder is expected to propose an approach on how change requests within the SRS/scope and outside the SRS/scope shall be handled and managed before deployment, during warranty and post warranty Period.

4.6 Business Intelligence, Analytics and Reporting

The system shall generate visually appealing reports, charts, graphs by interacting with existing data and shall also be able to track progress of ongoing activities, and revealing trends, inefficiencies or

bottlenecks in any process. The bidder is expected to indicate the business reporting and intelligence capabilities of the proposed system.

4.7 Product Licensing

The bidder is required to provide a narrative on the product licensing model, detailing the license types supported by the product. Sample license and maintenance agreements shall be provided in this part of the Bidder's response for all components of the recommended solution. ERP licenses shall be perpetual. The system shall provide for unlimited number of users and allow a minimum of **twenty (25) users** at the start. The bidder is required to propose a license acquisition model that ensures that the Corporation during the initial development stages only pays for the required number of licenses and the rest at later stages. The bidder is also required to give some notes on increasing the number of licenses as and when needed.

4.8 Project management approach and tools

The bidder shall provide details of the proposed project management approach and tools to be used in the project. The proposed approach and tools should ensure ease of progress tracking and reporting throughout the project life cycle.

4.9 Hosting Infrastructure specification

The bidder shall indicate the minimum installation environment specification of hardware and operating system required for the solution to function optimally which will be provided by ADC. However, the bidder must note that the solution must be an end-to-end solution and should be ready to install on the server that has the required operating system

Technical Specifications

The ERP solution should incorporate public sector procedures, should be web based and support workflow with enhanced graphical user interface for simplicity and ease of use.

The system should be an integrated adaptable and scalable ERP solution that fully supports enterprise wide processes and functionality.

Characteristics of the proposed ERP
   i.   Should be modular and fully web based with support for all browsers
   ii. Ability to implement the ADC Service Charter and Calendar.
   iii. Should provide a common look and feel, consistent commands and navigational keys across all modules
   iv. Should be user friendly and have an intuitive graphical interface
   v.   Ability to use shortcut keyboard keys in performing transactions
   vi. Ability to save audit logs on all the transactions undertaken in the database.
   vii. Ability to do client-side validation on data before executing a transaction
   viii. Ability of the system to import/export data in different standard formats (XML, documents, spreadsheets, access, etc.)
   ix. Ability to do server-side validation on data before executing the commit transaction
   x.   Ability for the system to control and prevent the deletion of master records with transactions, e.g. vendor accounts
   xi. Ability to print the templates used in the system
   xii. Ability to print signature on specific forms in the system
   xiii. Ability to adhere to the highest degrees of security when dealing with confidential data
   xiv. Network ready with multi-user password control
   xv. Ability to handle large volumes of data at high speeds and performance.
   xvi. Ability to minimize task repetition and redundancy & provide central data storage

xvii. Ability to provide adequate general, statistical, and analytical reports for decision makers promptly and in different layout methods.
xviii. Ability to maintain and customize the systems to meet future needs and requirements.
xix. Ability to access the applications through the Internet/Intranet/Extranet portals, and user defined portals and different portable devices
xx. Employee Self Service portal
xxi. Email and SMS Integration
xxii. Mobile responsive
xxiii. Process Workflow, Alerts and embedded Document attachment
xxiv. Business Intelligence, Analytics and Reporting
xxv. Provide a dynamic dashboard for each user that consolidates all the right information to be brought to the user's attention without the need of the user navigating to various sections of the system.

Technical Responsiveness Checklist

Bidders shall use the following options to indicate the "DEGREE OF SUPPORT OF COMPLIANCE" their solution provides for each of items listed in this section:

1. FS - (Fully Supported) the application fully supports the requirement without any modifications.
2. PS - (Partially Supported) the application supports the requirement with use of a workaround.
3. CR (Customization required) the application will be customized to meet the requirement(s).
4. NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Please fill in the COMPLIANCE column as appropriate to indicate one of the responses listed above for each item

FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause8.2 hereunder.

b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;

c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity

d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider

h) "Foreign Currency" means any currency other than the currency of Kenya;

i) "GCC" means these General Conditions of Contract;

j) "Government "means the Government of Kenya;

k) "Local Currency "means Kenya shilling;

l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;

m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;

n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;

o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;

p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity

q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity

s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses3.5and4;

u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

v) "Project Manager" shall the person appointed by the Procuring Entity to act as the Project Manager for

the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor. "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.1 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya**.**

1.2 Language

This Contract has been executed in the English language**,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.3 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC.**

1.4 Location

The Services shall be performed at such locations as a respecified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.6 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by 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 PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.7 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC.**

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause3.8.Inthiscase,the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. 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, if applicable) 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.

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 lifecycle costs to the Procuring Entity; or

c) improves the quality, efficiency, safety or sustainability of the services; or

d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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 Service Provider 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 lifecycle costs due to any benefit described in
(a) to(d)above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period with in which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6   Termination

2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs(a)through
(d) of this Sub-Clause 2.6.1:

a)   If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;

b)   if the Service Provider become insolvent or bankrupt;

c)   if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

d)   if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and
(b) of this Sub-Clause 2.6.2:

a)   If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

b)   if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

a)   remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

b)   except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3.   Obligations of the Service Provider

3.1   General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remunerationinconnectionwiththisContractortheServices,andtheServiceProvidershallnotacceptfortheir own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall bed is qualified from providing goods, works, or Services(other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a)   During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;

b)   during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;

c)   After the termination of this Contract, such other activities as may be **specified in the SCC.**

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 The Service Provider
(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub contractors', as the case may be)own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and
(b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

a)   Entering into a subcontract for the performance of any part of the Services,

b)   appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

c)   changing the Program of activities; and

d)   Any other action that may be **specified in the SCC.**

3.6   Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7   Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.8   Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause7.2 and **specified in the SCC.**

3.9   Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10   Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider 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.

3.11   Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix Care hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses2.4and6.3.

6.2 Contract Price

a) The price payable is **set forth in the SCC.**

b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-

Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

6.3.3 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 schedule of rates in the Tender, will be adjusted by a <u>plus or minus</u> percentage. The percentage already worked out during tender evaluation is worked out as follows:*(corrected tender price–tender price)/tender price X100*.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond ninety (90) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider foreach day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \, Lmc \, / \, Loc + C_c \, Imc \, / \, Ioc$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c, B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoiced ate and Loc is the index prevailing28 days before Tender opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause6.7.2

7.   Quality Control

7.1   Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC.** The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

a)   The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

b)   Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.

c)   If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8.   Settlement of Disputes

8.1   Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses hall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all s relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1   This fully detailed claim shall be considered as interim;

a)   The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and

The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.6   Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

8.1.7   Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

8.1.8   Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only been titled to payment for such part of the claim as he has be enable to substantiate.

8.1.9   If the Project Manager does not respond within the time framed fined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance withSub-Clause8.2 [Matters that may be referred to arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contract or fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub- Clause.

8.2   Matters that may be referred to arbitration

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

  a)   The appointment of a replacement Project Manager upon the said person ceasing to act.
  b)   Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
  c)   Whetherornotacertificatehasbeenimproperlywithheldorisnotinaccordance with these Conditions.
  e)   Any dispute arising in respect of war risks or war damage.
  f)   All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3   Amicable Settlement

8.3.1 Where a Notice of Dis satisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4   Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination,

instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5   Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
   a)   Law Society of Kenya or

   b)   Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6   Failure to Comply with Arbitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.   The Adjudicator

9.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2   The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC,** together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(v)	Project Manager is _____
1.1(d)	The contract name is _____.
1.1(g)	The Procuring Entity is **Agricultural Development Corporation**
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	The addresses are: Procuring Entity: **Agricultural Development Corporation** Attention: **Procurement Manager** Telex: _____ Service Provider: _____ Attention: _____ Email address _____
1.6	The Authorized Representatives are: For the Procuring Entity: **Procurement Manager** For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is **after contract signing with successful bidder.**
2.2.2	The Starting Date for the commencement of Services is **after contract signing with the successful bidder.**
2.3	The Intended Completion Date is **9 months from commencement of the service.**
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____ _____

3.4	The risks and coverage by insurance shall be:
	
	    (i) Third Party motor vehicle _____
	
	    (ii) Third Party liability _____
	
	    (iii) Procuring Entity's liability and workers' compensation _____
	
	    (iv) Professional liability _____
	
	    (v) Loss or damage to equipment and property _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.5(d)	The other actions are _____
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	The liquidated damages rate is **30% of the contract price** The maximum amount of liquidated damages for the whole contract is **30% percent of the final Contract Price.**
3.8.3	The percentage of the cost of having the Defect corrected to be used for the calculation of Lack of performance Penalty(ies) is **30%**
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	Payments shall be made according to the following schedule: • Advance for Mobilization, Materials and Supplies: **15** percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: _____ (indicate milestone and/or percentage) _____ _____ (indicate milestone and/or percentage) _____ and _____ (indicate milestone and/or percentage) _____ Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date. • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	Payment shall be made within **30** days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within **90** days in the case of the final payment. The interest rate **will be 5% per Annum after 90 days for delayed payments.**
6.6.1	Price adjustment is **Not Applicable** in accordance with Sub-Clause 6.6. The coefficients for adjustment of prices are _____: (a) For local currency: A_L is _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	B_L is _____ C_L is _____ L_{mc} and L_{oc} are the index for Labor from _____ I_{mc} and I_{oc} are the index for _____ from _____ (b) For foreign currency A_F is _____ B_F is _____ C_F is _____ L_{mc} and L_{oc} are the index for Labor from _____ I_{mc} and I_{oc} are the index for _____ from _____
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: **Inspection and Acceptance Committee shall carry out Inspection on completion of the project. The service provider will then be notified in case of a rejection citing the reasons why as well as corrective measures to be taken** The Defects Liability Period is **12 months.**
9.1	The designated Appointing Authority for a new Adjudicator is ………………..
9.2	The Adjudicator is **to be agreed upon during contract signing**. Who will be paid a rate of **to be agreed upon during contract signing** per hour of work? The following reimbursable expenses are recognized: **to be agreed upon during contract signing**

C.   <u>APPENDICES</u>

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

- *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by the Procuring Entity

- FORMS

SECTION VIII -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:_____*[insert name and Address of* Procuring Entity*]*

Date:_____*[Insert date of issue]*

PERFORMANCE GUARANTEE No.:_____

Guarantor:.. *[Insert name and address of place of issue, unless indicated in the letterhead]*

- We have been informed that_____(hereinafter called "the Applicant") has entered into Contract No._____*dated*_____with the Beneficiary, for the execution of_____ (herein after called "the Contract").

- 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, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(),[1]such sum being payable in the types and proportions ofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplyingdemand supported by 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 show grounds for your demand or the sum specified therein.

  - This guarantee shall expire, no later than the….Day of……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

  - The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."_____

_____

[Name of Authorized Official, signature(s) and seals/stamps]

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

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[1]*The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2]*Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to*

request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]
Beneficiary: *[insert name and Address of Procuring Entity]*
Date:_____*[Insert date of issue]*

PERFORMANCE BOND No.:_____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond_____ as Principal (hereinafter called "the Contractor") and_____] as Surety (herein after called "the Surety"), are held and firmly bound unto_] as Obligee (herein after called "the Procuring Entity")in the amount of_____for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the_____ day of_____, 20_____, for_____in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:

    1) Complete the Contract in accordance with its terms and conditions; or

    2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

    3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has

caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day___of_____20_____.

SIGNED ON_____on   behalf

of by_____in   the capacity

of In the presence of

SIGNED ON_____on   behalf

of By_____in   the capacity

of In the presence of

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

*[Guarantor letter head or SWIFT identifier
code] [Guarantor letter head or SWIFT
identifier code]*

Beneficiary: _____*[Insert name and Address of* Procuring Entity*]*

Date: _____*[Insert date of issue]*

ADVANCE PAYMENTGUARANTEE No.: _____*[Insert guarantee reference*

number] **Guarantor:***[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that_____(hereinafter called "the Applicant") has entered into Contract No._____*dated*_____with the Beneficiary, for the execution of_____ (herein after called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____() is to be made against an advance payment 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_____()[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 ac companying or identifying the demand, stating either that the Applicant:

    a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; 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.

4. 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_____at_____

5. 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, less provisional sums, has been certified for payment, or on the day of , 2,[2] whichever is earlier.   Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary' s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

    ....
    [Name of Authorized Official, signature(s) and seals/stamps]

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

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[1]*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

[2]*Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion*

of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following ext. to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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. 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 Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.:_____[*insert identification no*] Name of the Assignment:_____*[insert name of the assignment]* to:

_____*[insert complete name of Procuring Entity]*

In response to 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

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii)   We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the   shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

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]

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]