



**TENDER DOCUMENT FOR
TENDER DOCUMENT FOR UPGRADE, CUSTOMISATION, SUPPORT AND
MAINTENANCE OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

REFERENCE NUMBER: NBA/PRO/02/2024-2025

**CHIEF EXECUTIVE OFFICER
NATIONAL BIOSAFETY AUTHORITY
NACOSTI BUILDING 2ND FLOOR, LORESHO, OFF WAIYAKI WAY**

TEL: 020 2642920

CELL: 0713854132

CLOSING DATE: 22ND JANUARY 2025

CLOSING TIME: 2.00 PM


Email: nbaprocurement@biosafetykenya.go.ke

info@biosafetykenya.go.ke

INVITATION TO TENDER

PROCURING ENTITY: National Biosafety Authority (NBA)

1. National Biosafety Authority (NBA) invites sealed tenders for the Upgrade, Customization, Support and Maintenance of Enterprise Resource Planning (ERP) System
2. Tendering will be conducted through the Open National Tendering procedures specified in the Public Procurement and Disposal Act, 2015, Public Procurement and Asset Disposal Act Revised Edition 2016 and Public Procurement and Asset Disposal Regulations 2020, **and is open to all qualified and interested Tenderers as defined in the Regulations.**
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from 8:00am to 4:00 pm at the address given below. Tender documents may be viewed and/or downloaded from the website; www.tender.go.ke or www.biosafetykenya.go.ke
4. A complete set of tender documents will be obtained electronically from www.tenders.go.ke or www.biosafetykenya/tenders free of charge.
5. Tender documents may be viewed and downloaded for free from the website www.tenders.go.ke or www.biosafetykenya.go.ke/tenders. Tenderers who download the tender document must forward their particulars immediately to nbaprocurement@biosafetykenya.go.ke to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a “tender Security” of amount equal to 2% of total bid price from the bank with validity period of 150 days from the date of tender opening.
7. The Tenderer shall chronologically serialize all pages of the submitted tender document and its attachments.
8. Completed tenders must be delivered to the address below on or before 22nd January 2025 (2.00 Pm). 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.



10. Late tenders will be rejected.

11. The addresses referred to above are:

A. Address for obtaining further information.

NATIONAL BIOSAFETY AUTHORITY

P.O BOX 28251-00100 NAIROBI.

NACOSTI BUILDING, 2ND FLOOR, LORESHO, OFF WAIYAKI WAY

TEL: 0713854132/020 2642920

EMAIL: nbaprocurement@biosafetykenya.go.ke

B. Address for Submission of Tender.

NATIONAL BIOSAFETY AUTHORITY

P.O BOX 28251-00100 NAIROBI.

NACOSTI BUILDING, 2ND FLOOR, LORESHO, OFF WAIYAKI WAY

C. Address for Opening Tender

NATIONAL BIOSAFETY AUTHORITY

P.O BOX 28251-00100 NAIROBI.

NACOSTI BUILDING, 2ND FLOOR, LORESHO, OFF WAIYAKI WAY

MR. NEHEMIAH NGETICH

AG. CHIEF EXECUTIVE OFFICER



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. Definitions

2.1 Throughout this tendering document:

- a. The term “in writing” means communicated in written form (e.g., by mail, e-mail, 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 require, “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, 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 actions 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 give such firms any unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4 Eligible Tenderers


4.1 A Tenderer may be a firm that is a private entity, a state-owned 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 spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms /organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

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

- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- b) Receives or has received any direct or indirect subsidy from another Tenderer; or
- c) Has the same legal representative as another Tenderer; or
- d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (Including activities schedules performance specifications and drawing) for the Non-consulting Services that are the subject of this Tender; or
- f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to the consulting services specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or



h) Has a close business or family relationship with a professional staff of the Procuring Entity who:


(i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or


(ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the 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 as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.


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

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

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- 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 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the TDS, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signing of the contract.
- 4.11 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”.

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- 4.12 Pursuant to the eligibility requirements of ITT 4.11, a tenderer is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.13 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
- 4.14 Tenderers shall be considered ineligible for procurement if they offer goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment.
- 4.15 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5 Eligible Goods and Services



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

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

- i) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and
- ii) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.

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

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



B. Contents of Tendering Document

6 Sections of Tendering Document

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 9.

PART 1: Tendering Procedures

Section I - Instructions to Tenderers (ITT)

Section II - Tender Data Sheet (TDS)

Section III - Evaluation and Qualification Criteria

Section IV – Tendering Forms

PART 2: Procuring Entity's Requirements

Section V–Schedule of Requirements


PART 3: Contract

Section VI-General Conditions of Contract (GCC)

Section VII-Special Conditions of Contract (SCC)

Appendix to the Contract– TOR

- 6.1 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.




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

7 Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 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 if provided for in accordance with ITT 7.2. 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 D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.



7.3 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.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, 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. Minutes shall not identify the source of the questions asked.

7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre- tender meeting will not be a cause for disqualification of a Tenderer.

8 Clarification of Tendering Document

8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.



9 Amendment of Tendering Document

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

9.2 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 8.1.

9.3 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 23.2 below.



B. Preparation of Tenders

10 Cost of Tendering

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.


11 Language of Tender

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.

12 Documents Comprising the Tender

12.1 The Tender shall comprise the following:

- a. Form of Tender prepared in accordance with ITT 13;
- b. Schedules: priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c. Tender Security or Tender-Securing Declaration in accordance with ITT 20.1;
- d. Alternative Tender: if permissible in accordance with ITT 14;
- e. Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f. Qualifications: documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g. Tenderer's Eligibility: documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h. Conformity: documentary evidence established in accordance with ITT 17 that the Information System offered by the Tenderer conform to the tendering document;


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- i. Subcontractors: list of subcontractors, in accordance with ITT 17.4;
 - j. Intellectual Property: a list of: Intellectual Property as defined in GCC Clause 15;
 - i) All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause 1.1(C):
 - a. System, General Purpose, and Application Software; or
 - b. Standard and Custom Software;
 - iii. All Custom Materials, as defined in GCC Clause 1.1(c), included in the Tender; All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c); Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 38 (Changes to the Information System); and
 - k. Any other document required in the TDS.

12.2 In addition to the requirements under ITT 12.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the information System to be executed by the respective members.

12.3 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. The Tenderer shall serialize pages so fall tender documents submitted

13 Form of Tender and Schedule of Requirements

The Tenderer shall complete the Form of Tender, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted



except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

14. Alternative Tenders


14.1 The TDS indicates whether alternative Tenders are allowed. If they are allowed, the TDS will also indicate whether they are permitted in accordance with ITT 12.3, or invited in accordance with ITT 12.2 and/or ITT 12.4.

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

14.3 Except as provided under ITT 14.4 below, Tenderers wishing to offer technical alternatives to the Procuring Entity's requirements as described in the tendering document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Procuring Entity's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

14.4 When Tenderers are invited in the TDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section V, Procuring Entity's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Procuring Entity on their own merits, pursuant to ITT 34.


15. Documents Establishing the Eligibility of the Information System



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

16 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 16.1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.
- 16.2 In the event that pre-qualification of potential Tenderers has been undertaken as stated in the TDS, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 16.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.




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

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

16.6 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.

16.7 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.



16.8 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:

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

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

17 Currencies of Tender and Payment

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS**.

18 Documents Establishing Conformity of the information Systems


18.1 Pursuant to ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the



Information System that the Tenderer proposes to design, supply and install under the Contract.

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

- a) Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics specified in the TDS. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;
- b) Written confirmation that the Tenderer accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the tendering documents;
- c) An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;

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- d) Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
 - e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.

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


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

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



19. Tender Prices and Discounts

- 19.1 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.
- 19.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 19.3 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, submitted by the Tenderer.
- 19.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 19.1.
- 19.5 The Tenderer shall fill in rates and prices for all items of the Services described in the 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.
- 19.6 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.
- 19.7 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.

19.8 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

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 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

21. 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 ITT 21, 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.

22. Tender Security

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

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



22.3 If a Tender Security is specified pursuant to ITT 20.1, 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,

22.4 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.

22.4.1 If a Tender Security is specified pursuant to ITT 20.1, 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.

22.5 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.

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


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- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 45; or
 - ii) Furnish a performance security in accordance with ITT 46.

22.7 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.

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

23. Format and Signing of Tender

- 23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, 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.
- 23.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 23.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person 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.

- 23.4 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

24. Sealing and Marking of Tenders


24.1 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.

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- b) Bear the name and address of the Tenderer; and
 - c) Bear the name and Reference number of the Tender.

The outer-envelopes shall:

- a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- c) bear a warning not to open before the time and date for Tender opening.

24.2 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

25. Deadline for Submission of Tenders

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

25.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, 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.



26. Late Tenders

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

27. **Withdrawal, Substitution and Modification of Tenders**

27.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 22.3, (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 22 and ITT 23 (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.

27.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

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


28. **Tender Opening**

28.1 Except as in the cases specified in ITT 24 and ITT 26.2, 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 24.1, shall be as specified **in the TDS**.

- 28.2** 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.
- 28.3** Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 28.4** 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.
- 28.5** 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.
- 28.6** 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.



28.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).

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


- a) The name of the Tenderer and whether there is a withdrawal, substitution, or Modification;
- b) the Tender Price, per lot (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.

28.9 The Tenderers' representatives who represent 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 issued to a tenderer upon request.

E Evaluation and Comparison of Tenders

29. Confidentiality

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



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

29.3 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.

30. Clarification of Tenders


30.1 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 breakdowns 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 ITT 32.

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

31. Deviations, Reservations, and Omissions

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

- a) “Deviation” is a departure from the requirements specified in the tendering document;
- b) “Reservation” is the setting of limiting conditions or withholding from complete Acceptance of the requirements specified in the tendering document; and

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- c) “Omission” is the failure to submit part or all of the information or documentation Required in the tendering document.

32. Determination of Responsiveness

32.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.


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

- a) If accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the 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.

32.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

32.4 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.

Non-conformities, Errors and Omissions



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

32.6 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.

32.7 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.

33. 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.

34. Conversion to Single Currency

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


35. Margin of Preference and Reservations

35.1 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.

35.2 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.

36. Evaluation of Tenders

36.1 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:

- i. Substantially responsive to the tendering document; and
- ii. The lowest evaluated cost.


36.2 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 with ITT 33; and
- d) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

36.3 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

36.4 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

36.5 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.

37. Comparison of Tenders

37.1 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.

38. Abnormally Low Tenders and Abnormally High Tenders Abnormally low tender


38.1 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.

38.2 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.

38.3 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

38.4 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.


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

- a) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- b) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

38.6 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.

39. Unbalanced and/or Front-Loaded Tenders

39.1 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.

39.2 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.

40. Qualification of the Tenderer

40.1 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.

40.2 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.

40.3 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.

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

41.1 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.

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. Award Criteria

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

44. Stand still Period



44.1 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.

44.2 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

45. Debriefing by the Procuring Entity

45.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract 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 within five days of receipt of the request.


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

46. Letter of Award

46.1 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 Letter of Award 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.

47. Signing of Contract

47.1 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.



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

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

48. Performance Security


48.1 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.

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

49. Publication of Procurement Contract

49.1 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;

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

50. Adjudicator

50.1 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.

51. Procurement Related Complaints and Administrative Review

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

51.2 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	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Reference	
	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is : NBA/PRO/02/2024-2025 The Procuring Entity is: National Biosafety Authority (NBA) The name of the ITT is: Tender for Upgrade, Customization, Support and Maintenance of Enterprise Resource Planning (ERP)System
ITT 2.2	The Intended Completion Date will be as agreed
	B. Contents of Tendering Document
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than <i>17th January 2025</i>

ITT 9.1	The Tenderer will submit any request for clarifications in writing at the Address nbaprourement@biosafetykenya.go.ke to reach the Procuring Entity not later than 17 th January 2025
	The Procuring Entity shall also promptly publish response at the website: www.biosafetykenya.go.ke
	C. Preparation of Tenders
ITT 16.7	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during The performance of the Contract.
ITT 20.1	The Tender validity period shall be 150 days.
ITT 21.1	A Tender Security of Amount of 2% of total bid price valid for 150 days from the date of tender opening,
ITT 21.3	The Contract price shall be adjusted by N/A
ITT 22.1	In addition to the original of the Tender, the number of copies is: <i>Original and copy Only</i>
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	D. Submission and Opening of Tenders
ITT 24.1	For Tender submission purposes only, the Procuring Entity's address is:
	CHIEF EXECUTIVE OFFICER NATIONAL BIOSAFETY AUTHORITY



	<p style="text-align: center;">P.O BOX 28251-00100 NAIROBI.</p> <p style="text-align: center;">NACOSTI BUILDING, 2ND FLOOR, LORESHO, OFF WAIYAKI WAY</p>
ITT 24.1	<p>The deadline for Tender submission is:</p> <p>Date: 22nd January 2025</p> <p>Time: 2.00 Pm</p>
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>Physical Address: Nacosti Building, 2nd Floor, Loresho, Off Waiyaki Way</p> <p>Date: 22nd January 2025</p> <p>Time: Time: 2.00 Pm</p>
E. Evaluation and Comparison of Tenders	
ITT 31.7	<p>Comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows 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.</p>
ITT 33.1	<p>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 are: Kenya shillings.</p> <p>The source of exchange rate shall be: The Central bank of Kenya (mean rate)</p>



	<p>The date for the exchange rate shall be: the deadline date for Submission of The Tenders. Wednesday, 22nd January 2025</p>

ITT	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 34.1	Margin of preference allowed or not allowed No
ITT3 4.2	The Invitation to tender is extended to the following group that qualify for reservations N/A
ITT3 5.2	Additional evaluation factors shall be N/A
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
ITT 33.2	The currency shall be In KENYA SHILINGS and the source of exchange rate
	shall be CBK exchange rates as on DATE of opening tenders
	Wednesdays ,22nd January 2025
Margin of preference shall be not allowed .	
F. Award of Contract	



The negotiations will be held at **NBA**

The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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 business turn over 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 is 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.

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.

PRELIMINARY EVALUATION AND QUALIFICATION CRITERIA

Tenderers are advised that at this stage, the tenderer's submission will either be responsive or nonresponsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

Tenders will be evaluated in 4 stages namely; -

1. Stage 1: Compliance with Mandatory Requirements
2. Stage 2: Technical Evaluation
3. Stage 3: Financial Evaluation
4. Stage 4: Due diligence & Recommendations

STAGE 1: Preliminary Mandatory Requirements (MR)

The mandatory preliminary requirements will be on a Yes/No basis and a bidder who fails to comply in any of them, will not be evaluated further.

NO.	Requirement	Responsive (R)	Not Responsive (NR)
MR1.	Provide Documentary Evidence of The Company's Certificate of Registration/Incorporation		
MR2.	Copy Of Valid Tax Compliance Certificate		
MR3.	Bidder must have a valid certification for SEI-CMMI or Information Communication Technology Authority Kenya (ICT Authority) or equivalent for following the industry best practices. For ICT Authority, a bidder must provide a copy of certificate or accreditation for at least two of the following:		



	<ul style="list-style-type: none">• Systems and Applications for Level 2 or 1• ICT Consultancy Certificate, Level 2 or 1• Information Security, Level 2 or 1• Data Center, Level 2 or 1		
MR4.	Copy Of Valid County Government Single Business Permit		
MR5.	Copy Of Certificate of Confirmation of Directors and Shareholding (Cr 12) (Issued Within the Last 6 Months to Tender Opening Date)		
MR6.	Complete and sign the Tender Securing Declaration Form set out in Fourth Schedule to these Regulations.		
MR7.	At Least 5 Reference Letters for Similar Projects Completed in The Past Five (5) Years in public entities.		
MR8.	Duly Filled, Signed and Stamped Self-Declaration Form That the Tenderer Is Not Debarred		
MR9.	Dully Filled, Signed and Stamped Self Declaration Form That the Tenderer Will Not Engage in Any Corrupt or Fraudulent Practice		
MR10	Power of Attorney/Authorization Letter, Giving the Name of Person Who Should Be Signing the Bid, Authorizing Him to Submit/Execute This Agreement as A Binding Document		

MR11	Provide a valid and duly filled, signed and stamped Original Manufacturer's Authorization Form (MAF) for the following proposed components but not limited to: The proposed application software and the accompanying components. If the tenderer is the Original Equipment Manufacturer, provide a letter signed by Authorized Signatory.		
MR12	Must submit a written warranty of software to be supplied		
MR13	Provide proof of registration from the Data protection commission as either: ▪ Data Processor ▪ Data Controller		
MR14	The tender document Must be paginated/serialized		
MR15	Submit two bid documents Original and Copy of the tender.		
MR16	The Bidder Must submit a Disaster Recovery Plan or a Business Continuity Plan which details the procedures and processes for maintaining and restoring business operations in the event of a disaster, data loss, or other disruptive events		
	PASS/FAIL		

Only Bidders who shall pass ALL the Mandatory requirements in the preliminary evaluation shall proceed to the Technical Evaluation. Failure of any of the requirements shall lead to automatic disqualification

TECHNICAL REQUIREMENTS STAGE TWO (2)

This will be based on the technical proposal submitted in accordance to the scope provided. The proposal must comply with the specifications as provided. Compliance with the requirements will be determined. In addition to compliance with scope the following criteria shall be used: -

Firm's Technical Capability Evaluation

The bidder shall demonstrate the experience of delivering the project as required by the Authority. The bidder will be required to meet the following requirements:

	REQUIREMENT	Maximum Marks
A.	Experience of the Tenderer, as a firm, relevant to the provision of IT systems:	7 marks
i	General Experience of the firm The firm must have implemented at least five (5) IT projects systems over the last 10 years. (Attach proof e.g., LPO, Award or Contract, Reference Letters. The letters must be written on the letterhead of the client with the dates and appropriate signatures. indicating supply of similar projects details of the contact persons.)	5 (each project 1 Mark)
ii	Specific Experience of the firm Experience in Two project executed for an organization with a similar operational scale, preferably within the public sector. The Information system should have addressed core functionalities such as procurement management, financial management, HR and Payroll Management.	2 (each project 1 mark)



	<p>Attach proof e.g., LPO, Award or Contract, Reference Letters. The letters must be written on the letterhead of the client with the dates and appropriate signatures, indicating supply of similar projects details of the contact persons.)</p> <p>Provide appropriate details including: The client’s name and a brief description of their business operations. The project’s scope, highlighting functionalities and processes that align with our operational scope.</p>	
B.	Adequacy and quality of the proposed methodology, and work plan in responding to the Procuring Entity’s Requirements:	3 marks
1.	Methodology	
	<p>Understanding the terms of reference, providing brief comments in each of the system implementation.</p> <ul style="list-style-type: none"> ▪ Components including risk management. Technical approach and methodology in response to the client’s requirements ▪ A detailed description of the approach the tenderer will use for implementing the proposed integrated information system solution ▪ Clearly demonstrating how the proposed solution shall meet the desired outcomes as detailed in the client’s requirements 	1
2.	Work Plan	1
	<ul style="list-style-type: none"> ▪ Clear and concise project implementation / execution plan with logical sequence of 	

	<p>tasks/activities, timelines (start and end date), responsibilities and deliverables</p> <ul style="list-style-type: none"> ▪ Clearly outline the above in a Gantt Chart 	
3.	<p>Project Organization and Staffing</p> <ul style="list-style-type: none"> • Project Organogram: Team organization structure for delivering assignment. • Roles and responsibilities for key team members in the delivery of the Project • Site and off-site personnel: The Tenderer to provide proposal of the specified staff to be on - site and their category, roles and responsibilities as prescribed in the work plan. 	1
C.	<p>Qualification and experience of the Technical Team / Staff</p>	80 marks
1.	<p>Project Manager /Team Leader</p>	10 marks
	At least 10 years of project management related experience	To score the full 10 marks, the bidder must meet all the specified requirements. Failing to meet even one requirement will result in a score of zero.
	Experience of having implemented three (3) ICT system projects of similar scope, magnitude and complexity, each with at least 8 modules; in the last 10 years.	
	At least one of the projects being implemented in the public sector, with procurement or Finance as one of the Functionalities	
	A Bachelor's degree in IT or in a related field. (Information System, Computer Science, Computer Engineering, Software Engineering or related qualification.) (attach certificate)	
	A Master's degree in IT or business-related fields (attach certificate)	

	Professional Certification in project management i.e. PMP, PRINCE II or equivalent	
2.	Systems Architect	10 marks
	At least 5 years of experience in Systems Architecture	To score the full 10 marks, the bidder must meet all the specified requirements.
	Experience of having undertaken three (3) ICT projects as a Systems Architect in the last 10 years	
	A degree in IT and/or business-related fields (attach certificate) –	
	Professional Certification as Systems Architect (attach certificate)	
	Must have working knowledge of using Business analysis tools.	
3.	Senior Consultant Expert	10 marks
	At least 5 years of experience in design, development, implementation and administration of databases.	To score the full 10 marks, the bidder must meet all the specified requirements.
	Give reference of a minimum of 3 projects in the last 10 years.	
	A Bachelor’s Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	
	Professional Certification in database administration (attach certificate)	
4.	System Developer	5 marks
	At least 5 years of experience in design, development, implementation and customization of web-based systems	To score the full 5 marks, the bidder must meet all the specified requirements.
	A Bachelor’s Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	



	Give reference of a minimum of 3 projects in the last 10 years	
	Professional Certification in system development, Systems Analysis and Design (attach certificate)	
4A	Financial Consultants	5 Marks
	MUST possess a bachelor's degree in Commerce, Business or related field. Be a Certified Professional Accountant (CPA-K) – 2 Marks	
	MUST have a MS Dynamics 365 Core Finance & Operations Certificate or Microsoft Certified Technology- 1 Mark	
	Specialist Dynamics AX financials Attach CV, professional and academic certificates – 2 Marks	
4B	HR Consultant	2.5 Marks
	Bachelor's degree in Human Resources, Business Administration, or related field. Attach CV, professional and academic certificates – 2.5 Marks	
4c	Supply Chain Consultant	2.5 Marks
	MUST possess a bachelor's degree in commerce, business, or related field. Certified Professional in Supply Chain is an added advantage. Attach CV, professional and academic certificates. 2.5 Marks	
5.	ERP Solution Certified Expertise (Certified by Manufacturer)	5 marks

	At least 5 years of experience in Solution Implementation	To score the full 5 marks, the bidder must meet all the specified requirements. Failing to meet even one requirement will result in a score of zero.
	A Bachelor's Degree in IT or a related field. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	
	Give reference of a minimum of 3 projects in the last 10 years	
	Professional Certification - Certified by Solution Manufacturer. (attach certificate)	
6.	System Administrator	10 marks
	At least 8 years of experience in System Administration.	To score the full 10 marks, the bidder must meet all the specified requirements. Failing to meet even one requirement will result in a score of zero.
	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	
	Give reference of a minimum of 3 projects undertaken in the last 10 years.	
	Professional Certification in system security e.g. MCSA, Linux system Administrator, MCSE etc. (attach certificate)	
7.	Quality Assurance Expert	10 marks
	At least 5 years of experience in designing, developing and maintaining test cases and strategies for testing and quality assurance.	To score the full 10 marks, the bidder must meet all the specified requirements. Failing to meet even one requirement will result in a score of zero.
	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) (attach certificate)	

	Give reference of a minimum of 3 projects undertaken in the last 10 years	
	Professional Certifications in system quality assurance. (eg Certified quality engineer, certified quality auditor, Certified Test Engineer (CSTE) Certified Software Quality Analyst (CSQA), Certified Associate in Software Testing (CAST), CMSQ - (Certified Manager of Software Quality (attach certificate)	
8.	Server Hardware Specialist	10 marks
	A Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc) (attach certificate)	To score the full 10 marks, the bidder must meet all the specified requirements. Failing to meet even one requirement will result in a score of zero.
	Bidder should have implemented and supported virtualization software.	
	Engineer certified for the quoted make & model of Servers	
D.	Financial Capability	10 Marks
	Financial Resources - Submission of audited Financial Statements for the last Three [3] years to demonstrate the current soundness of the Tenderers financial performance and its prospective long-term profitability. The Tenderer must demonstrate availability of liquid assets.	5 Marks
	Transfer of Knowledge and Training Program	2 Marks
	Training approach and methodology; key knowledge transfer mechanism for client's staff onsite and offsite	1 Mark
	Complete training plan / programme for users, Training of Trainers, system administrators and training of the business owners	1 Mark

	Training Curriculum	1 Mark
	Total Marks	100


NB: BIDDERS MUST SCORE AT LEAST 80 OUT OF 100 AND FULLY MEET THE FUNCTIONAL BUSINESS REQUIREMENTS TO QUALIFY FOR THE FINANCIAL EVALUATION STAGE.

FINANCIAL EVALUATION - STAGE 3

Bidders scoring above 80 % will have their financials evaluated, the lowest bidder to be subjected to due diligence process. The financial must clearly provide the cost elements shown below.

	Cost Item	Quantity	Total Cost Inclusive of VAT (Kshs)
1.	Installation, Configuration, Upgrade and Customization of system and operations as per the provided scope and modules	LOT	
2.	User Training	LOT	
3.	Annual maintenance and support After Commissioning of the system.	1 year	
	Total Cost		

DUE DILIGENCE – STAGE 4



Due diligence will be carried out on at least 5 reference sites for the upgrade and/or Implementation of Microsoft Dynamics ERP. The Corporation will confirm on the successful implementation of the projects, authenticity of the referenced sites and proof of scope of work implemented.



TERMS OF REFERENCE FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ENTERPRISE RESOURCE PLANNING (ERP) APPLICATION

BACKGROUND INFORMATION


The National Biosafety Authority (NBA) was established by the Biosafety Act No. 2 of 2009 to exercise general supervision and control over the transfer, handling and use of genetically modified organisms (GMOs).

The objective and purpose for which the Authority was established is to regulate research and commercial activities involving GMOs with a view to ensuring safety of human and animal health and provision of an adequate level of protection of the environment.

This document outlines the Terms of Reference for the upgrade and enhancement of Microsoft Dynamics NAV 2009 for NBA. The purpose of this project is to modernize and improve the functionality of our existing Dynamics NAV system to meet evolving business needs and technological advancements.

CURRENT STATUS

NBA currently uses Microsoft Dynamics Nav 2009 that is currently out of support by Microsoft. The system is hosted on premise with Finance, Procurement & HR modules. Our BREP payment is up to date with Microsoft on 3 concurrent licenses. We desire to upgrade ERP system to a better and advanced technology system/version. The proposed software shall run on windows architecture, windows server environment, Microsoft SQL database. The proposed ERP shall leverage on modern technological platforms to guarantee rapid transformation to impact positively on operational efficiency. The software shall also be



scalable and modular allowing development of many modules and integration of all organizational activities.

It is anticipated that this upgrade will:

- Improve efficiency by eliminating repetitive processes and greatly reduce manual interventions and also streamline the Service's business processes.
- Assist in service delivery by enhancing the various NBA support services to staff and clients.
- Enhance collaboration between business units and departments through the integration with the existing business systems.
- It will standardize the operation of the Service, save time and increase productivity levels.
- Improve the accuracy, consistency, and security of data, all through the built-in resources and security controls.

System Annual Charges

Any charges such as annual maintenance, annual license fee and software support cost should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Product upgrade at no other cost etc.

SECTION 1. TERMS OF REFERENCE

1.0 Objectives of ERP Solution


The main objective of investing in the ERP application is to integrate all processes and systems. The specific objectives include: -

- (i) Implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the NBA's operations/processes.
- (ii) Review of **ALL** the processes, workflows and any other workflow which departments shall suggest during the implementation.
- (iii) Automate all approvals and workflows through the system
- (iv) Centralized implementation to enforce necessary controls and facilitate integrated end to end enterprise solution, accurate and timely reporting.
- (v) Dashboard capabilities to facilitate online status reporting and informed strategic management decisions.
- (vi) Integrate with other new/existing systems and platforms e.g. Banks, IFMIS and any other systems that shall be found necessary for NBA's operations.
- (vii) Improve organizational productivity through the reduction of time spent on managing documents among others.
- (viii) Provide periodical and ad hoc reports.


1.1 Scope of Work

In order for the NBA to get maximum benefit from implementing this system, the successful bidder will be expected to: -

- (i) Study the current environment and NBA's processes;
- (ii) Evaluate the existing systems and get a detailed understanding of the current NBA's operations;
- (iii) System analysis in relation to the NBA's functions and procedures;

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- 
- (iv) Analysis of the hardware for the new system: Provide specifications to the NBA on the appropriate hardware requirements for the system. This includes server hardware and other peripheral devices specifications such as biometric attendance devices that may be needed for the new environment. Such requirements should also be costed in the financial proposal
 - (v) Development, installation, customization, configuration, testing and commissioning of the ERP system based on the Proposed Functionalities detailed in this document within 12 months and in phases.
 - (vi) The vendor will be required to supply, develop, install, configure, test, commission, maintain and support the ERP modules and apply adequate patches, upgrades, utilities and tools to achieve full functionality as will be specified by the client.
 - (vii) Preparation of a project proposal detailing implementation methodology, Training plans, timelines and milestones.
 - (viii) Training of staff on the system: This shall entail imparting skills required to enable users be able to understand and have knowledge of the ERP system. Technical training that will involve the provision of complete training of trainers on Administration of supplied ERP, system development and training on related software including databases.
 - (ix) System data migration to the new system, test and implement the workflow solutions.
 - (x) Supply and install the required licenses and renewal program and the entitlements.
 - (xi) Provide annual support and maintenance of the entire system for at least One year.
 - (xii) Enable automatic offsite backup of the system.
 - (xiii) Supply the system 's documentation in the form of installation media, user manuals and administration manuals.


Deliverables

-
- 
- (i) Inception Report giving a detailed understanding of the assignment.
 - (ii) A detailed work plan with the resource requirements schedule.
 - (iii) Functional Requirements Design
 - (iv) Installed and commissioned Enterprise Resource Planning System
 - (v) Training of administrators and end users
 - (vi) Well functional and tested System source code
 - (vii) System and User Manuals in hard and soft copy
 - (viii) Fortnight status reports
 - (ix) Risk management report
 - (x) Final project report
 - (xi) Warranty of 1 year i.e. User and System support
 - (xii) Proposed Hardware and Operating system requirements and specifications

Technology

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:

- (i) The proposed components of the system (Names and versions)
- (ii) The application development environment.
- (iii) The database proposed.
- (iv) Operating system proposed.
- (v) Client or end-user operating systems supported
- (vi) The system must be scalable to accommodate growth in the user base as well as transactions. Comment on how this can be realized.
- (vii) Please elaborate on the open-endedness of the system to allow integration with other systems especially the e-government system.
- (viii) Please describe the programming language/technology of the system.
- (viii) Setup of necessary IT security measures for the system;
- (ix) Supply and installation/setup of the appropriate System, licenses and kits;
- (x) The system must be highly available with an uptime of at least 99.9% availability.

-
- 
- (xi) Network environment(s) supported. Bidders are expected to advise and where necessary provide the minimum hardware specifications for the optimum operation of their solution.

For each SPECIFICATION, bidders are requested to provide a clear and concise explanation or provide cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.

Technology Transfer

As part of the implementation process, it is the hope of NBA that its implementation personnel can gain significant expertise in both the technology used by the application as well as the inner workings of the application itself. It is our requirement that you ensure that the team is familiar with all aspects of your application.

Data Conversion and Migration

Bidders are required to create and submit a detailed technical proposal and duration for Data migration and conversion requirements from the existing ERP to the new system that contain all the necessary deliverables that the bidder will follow to ensure a smooth phased migration.

- Migration of data and synchronization from existing setup to new setup.
- Working with the ICT Department to move data from current applications and manual records to the new setup/ERP system.
- Co-ordinate with existing system administrators of existing setup to ensure smooth data archival, backup and replication.
- Responsibility of ensuring data synchronization lies with the bidder.

Training

The bidder will provide to NBA a final system manual that is well detailed and it should be in soft copy. The bidder shall provide training to internal users that will contain and not limited to the following: -

- (i) Shall provide training to the internal users in the operational and technical aspect of the ERP application being rolled out.
- (ii) Shall prepare the module specific training manuals and submit to the NBA.
- (iii) The knowledge transfer shall include initial and ongoing training and skills development, training materials, operations manuals, procedure manuals and deployment/installation guide.
- (iv) Bidder shall ensure necessary environment setup, data creation to conduct end user training.
- (v) Shall appoint trainers and organize training sessions on a timely basis and ensure that the attendance, performance evaluations are recorded from trainees.
- (vi) Shall provide certificate to the trainees on successful completion of the training for using the ERP application.

Following minimum training session needs to be conducted by Bidder after discussion with management:

	User Group	Type of Training	No. of Sessions
1.	Executive Management	The New version of the ERP system with NBA test data.	One (1) session before the system goes live and acceptance of the system by the top management.

2.	Train the trainer (ERP champions)	Hands on training to understand usage of all the features of the new product suite	Training workshop not less than 3 days
4.	Functional Users	Training ERP application users as per the module they each operate on.	Hands on training minimum 5 working days
5.	Administrators	Database Management Application Management Troubleshooting of the system Data Backup Full access to codes	Training workshop minimum 5 working days.

ERP License

For purposes of assisting with estimation of configuration requirements, the following information may be used.


- (i) The bidder is expected to propose a license structure which is most suitable to NBA for a user base of 15.
- (ii) The bidder should give a detailed description of the licensing regime for the ERP.

System Management Annual Charges

Any charges such as annual maintenance, annual license fees and software support costs should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Product upgrade at no additional cost etc.

Estimated Implementation Schedule

Provide a detailed implementation schedule detailing the number of your staff required for timely project delivery, the number of NBA staff required to facilitate timely project delivery, and services and material that is critical for the successful project implementation.



Highlight the critical milestones that are expected during project implementation with the approach to be taken for a successful timely project implementation.

Technical Staff


- It is desirable that the majority of the proposed key professional staff must be stationed on premise during the implementation period and should be **permanent employees** of the firm or have an extended and stable working relationship with it.
- Proposed professional staff must as a minimum, have the experience indicated in the bid document, preferably working under conditions similar to those prevailing in Kenya.
- Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

Post Stabilization

- Bidder shall provide Product support after going live, as a part of this project by deputing technical and functional consultants at site for not less than one month after implementation.
- During the stabilization period the bidder would help the NBA to correct any troubleshooting while doing transactions or generating reports. The bidder will correct the user manuals and configuration manuals if required.
- Any required configuration and/or customization required during this phase would be done by bidder without any additional cost to the client.

Support and Maintenance requirements

After completion of the project, continuing support and maintenance activities will be required from the Bidder for a period of time where the system will be on warranty and with continued support and maintenance. This would also include on-site support; hence the bidder must demonstrate availability of local support.



Bidders are required to provide a clause-by-clause response to the specifications in the given format. All bidders are expected to demonstrate and give detailed information on how their proposed system meets the requirements identified below:

2.0 The following are the summarized modules that will be configured, modified and improved in the ERP platform.

No	Process/Function	Re-engineered Processes
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i	Human Resource Department	<p>Human Resource</p> <ul style="list-style-type: none">• Recruitment, selection and Probation• Staff Performance Management/Appraisal• Disciplinary Actions• Leave Management• Staff Training and Development• Staff Loans and Advances Management• Staff Exit/Separation• Remuneration Management• Payroll Management• Staff Welfare & Motivation Management• Staff/Customer Satisfaction Surveys Employee self-service portal• Code of conduct and ethics• Staff Car Loan/Mortgage Loan Funds- staff should be able to apply through the system through staff car loan form/mortgage loan form• Succession management• Skills gap-generate reports• Salary variation -payroll should be able to generate reports• Calendar- the system should be able to change automatically to the next year and update automatically weekends and public holidays• Leave management- The system should be able to change automatically and update to the next year• Skills Audit• Appraisal should be automated in such a way that employee can appeal on the supervisors' decision <p>Administration</p> <ul style="list-style-type: none">• Fleet/Transport Management
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		<ul style="list-style-type: none">• Management of Outsourced Services• Office Repairs & Maintenance• Motor Vehicle/Routine Maintenance <p>Asset Management Module</p> <p>Asset Management Module as per the Asset registers as provided by National Asset and Liability Management</p>
ii	Finance & Accounting Department	<ul style="list-style-type: none">• General Ledger• Vote book• LPO/LSO Commitment• Budgeting• Bank reconciliation• Cash flow management reporting• Imprest Processing• Petty Cash processing• Payables• Receivables• Cash and bank management• Fund management• Fixed Assets Management• Interest Income process• Fixed deposit• Fixed assets• Report module list• Account schedules



		<ul style="list-style-type: none">• Salary advance/Schedule• Trial balance• Payments Processing• Budget Preparation• Financial Reporting
iii	Supply Chain Management	<ul style="list-style-type: none">• Prequalification/registration of suppliers• Procurement planning• Requisitions• Tendering• Purchase/stores requisition management• Sourcing of goods, works and services• Evaluation process• Preparation of professional opinions• Award of contracts• Procurement and contract management• Inventory Management Implementation, costing and monitoring• Supplier performance management• Store issues and stock taking• Management of outsourced transport services• Inspection and acceptance• Disposal of Obsolete Assets• Local Purchase order & Local Supply Order



		<ul style="list-style-type: none"> • Analysis Reporting
iv	Technical Module	Automate the Technical Module, all the manual applications and should be made accessible to the clients online.
v	ICT Service Management	<ul style="list-style-type: none"> • Authentication/password management • Authorization • Workflows management • Roles management • Rights management • Audit trail • Backups on-site, off-site • Back-end • ICT Help desk • System must be accessible online and anywhere • Ability of the system to integrate with any other system.

i) HUMAN RESOURCE AND ADMINISTRATION DEPARTMENT

No	Process/Function	Re-engineered Processes	Bidders Response	Reference page in Document
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	Human Resource Department	<p>Human Resource</p> <ul style="list-style-type: none">• Recruitment, selection and Probation• Staff Performance Management/Appraisal• Disciplinary Actions• Leave Management• Staff Training and Development• Staff Loans and Advances Management• Staff Exit/Separation• Remuneration Management• Payroll Management• Staff Welfare & Motivation Management• Staff/Customer Satisfaction Surveys• Payroll <p>Administration</p> <ul style="list-style-type: none">• Fleet/Transport Management• Meeting Rooms Management• Access Control/Visitor Management	
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	<ul style="list-style-type: none"> • Management of Outsourced Services • Office Repairs & Maintenance • Motor Vehicle/Routine Maintenance 		
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Module by Module Detailed Technical specification

1. Human Resource Department

No	Requirement	Bidders Response	Reference page in Document
1.0	<p>Human Resource Department</p> <ul style="list-style-type: none"> • Recruitment, selection and Probation • Staff Performance Management/Appraisal • Disciplinary Actions • Leave Management • Staff Training and Development • Staff Loans and Advances Management • Remuneration Management • Staff Exit/Separation • Payroll Management • Staff Welfare & Motivation Management • Staff/Customer Satisfaction Surveys 		

1.1	A: Human Resource Management		
	Maintain employee Bio data and allow update, upload of personnel records with photo and academic qualifications history, designation, ethnicity, gender, pwd, next of kin and beneficiaries (automated)		
	Capture and store employee insurance and medical details with respect to employee ID		
	Allow different levels of access and processing rights to ensure complete confidentiality		
	Manage multiple cycles/ frequencies (daily, weekly monthly, annually) and payment levels (Basic pay, Housing allowance, Commuter allowance, leave allowance (To be earned automatically) and other categories as per HR Policies and customize any required field of payment		
	Group employees in different categories (Directorates, Departments and Division)		
	Employee Leave Management: (Capture leave details, leave balance, leave alerts, leave report, pending leave, approved leave report and update/ carried forward leave balance, email/online leave application, approval/rejection of leave) Leave days allocation to be calculated and earned monthly automatically. Leave days to be allocated in Financial Year and not calendar year		



	Customize view of employee details with relevant information		
	Performance management: appraisal system management/completion of self-appraisal forms/track appraisal status, alert/notification and deadline		
	Manage Training & development of staff, maintain training programs attended, provide training report (Online form) Automated analysis report on report. Automated user evaluation report, alert/notification and deadline		
	Automated Skills Gap analysis		
	Able to generate ad hoc reports for external use		
	Management information and operational reporting – at department, division and central levels		
	Ability to recruit staff and man power planning		
	Ability to generate Employee Master Database		
	Generate organization structure as per staff establishment		
	Management of separation (Retirement/ Resignation/ Termination and Death		
	Management of Disciplinary process, Management of employee disciplinary action & vigilance		
	Management of employee transfer & Postings.		
	The system is capable of employee and manager self-service		



	Management of Salary advances and Salary in advances		
	Processing of staff loans and Mortgages		
	Staff grievances handling.		
	System MUST have ability to include organization structure hierarchy definition and organogram.		
	System MUST be able to build an organization structure, which caters to various organization types such as departments, directorates, functions and units		
	System MUST have a functionality to modify the organization structures as and when required and maintain the history of all such changes.		
	System MUST have a functionality to assign managers to various organizations and view the managers and subordinates reporting to them (Automated)		
	System MUST have provision to define various directorates at various locations.		
	The system must be able to define, develop, analyze/ evaluate and store job descriptions, skills and qualifications required for each position.		
	Jobs form will include breakdown of approved jobs or staff establishment, (total number, vacant, occupied, blocked, etc.) (HR Plan)		
	The system MUST be able to identify jobs and positions uniquely.		
	The system MUST be able to maintain history of changes done to the position Details		



	Ability to show all vacant and occupied positions & jobs (staff in post).		
	Allow job rotation		
	Ability to link rewards and salary scales with employees' position grading. (Automated)		
	Ability to integrate staff costs with the budget module		
	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.		
	The system should allow for changes in position title.		
	The system should allow for upgrading a position.		
	The system should allow for downgrading a position.		
	The system should allow for removing or returning a position.		
	The system should allow for the ability to create several types of employment (terms of service) such as Permanent and Pensionable, contractual, consultant, internship etc.		
	The system should allow for addition, removal or amendment of types of employment.		
	Ability to create grading levels (managerial, technical and support) and flexibility to adding new levels.		
	Ability to create employee status (active employment, resigned, suspended, study leave and unpaid leave) and		



	integrate it with affected areas in leave management and payroll		
1.2	Reporting Requirements for Organizational Structure		
	Ability to generate multiple statistical reports for all positions & jobs within the Organization		
	The system MUST produce the following reports:		
	- Organizational structure reporting by location.		
	- Organizational structure reporting by Department/ directorates.		
	- Open and filled positions reporting.		
	- Positions associated with organizations.		
	- Budget & Actual Head Count Comparison.		
1.3	B: Recruitment and selection		
	Ability to create and develop employee requisitions/vacancies.		
	Ability to receive applications during online recruitments and serialized		
	Ability to allow for information drawn from physical applications to be inputted into the system during recruitments.		
	Ability to accept both internal and external applications.		
	Ability to screen and select candidates.		



	Ability to track candidates and recruiter in the placement process.		
	Ability to manage pre-placement verification, which includes salary authorization.		
	Ability to advertise vacancies internally (self-service)		
	Alert the HRA and the HODs on overdue vacant positions		
	The system SHOULD enable candidates to apply for available vacancies and allow only those who meet the minimum requirements.		
	Ability to generate a long list as per the job criteria e.g. experience, technical, academic and competence qualifications.		
	Ability to capture interviewer notes and feedback.		
	System MUST have an inbuilt vacancy approval process/workflow.		
	System must have a recruitment and selection workflow that covers the process from vacancy creation to define a new employee.		
	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.).		
	Ability to generate resumes from candidate input details.		
	Ability to upload and share candidate documents (e.g. certificates, CV, etc.).		
	Ability to verify budget prior to recruitment drive.		



	Ability to generate offer letters, appointment letters, etc. Ability to send an offer letter electronically or as a print out.		
	Ability to generate regret letters.		
	Ability to hire staff on contract for a specified period.		
	Ability to hire temporary staff and/or interns for a specified period.		
	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.		
	When employees are rehired, the system should link all previous employment information to the new record.		
	The system SHOULD have recruitment planning mechanism to capture recruitment plans online		
	The system MUST be able to track the requisitions for vacancies for a particular job, grade, location or position		
	Ability to schedule interviews		
	Ability to track interview results		
	Ability to register the employment contract, renewal and termination		
	The system must have the ability to provide an interface for customizing recruitment letters		
	Ability to implement a specified probation period for newly hired employees		

1.4	Reporting Requirements for Recruitment and selection		
	Ability to generate the following reports:		
	- Recruitment Activity reports, Recruitment reports – direct / internal		
	- Vacancies report.		
	- Applicants Qualifications reporting.		
	- Statistical reports of the applicants and provide the management		
	- Statistical report of the requested number of employees for a position		
1.5	C: Staff orientation / induction		
	Should be able to develop induction program within the system with input from HR and user departments.		
	Ability to allocate employee compensation and benefits (NHIF, NSSF, club membership, advances, loans, etc.).		
	Ability to confirm/reject new employee after completion of probation period or extend probation period.		
	At a minimum, the following employee master details must be captured: - Staff number (auto-generated/Manual) - Nationality - Ethnicity - Disability - Gender - PIN Details		



<ul style="list-style-type: none">- NSSF Details- NHIF Details- HELB status- ID/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- Dependents: 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/directorate- Employment status (contract, permanent, probation, temporary)- User-defined comments		
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	Ability to add/delete any bio data as necessary by authorized user		
	The system must allow HR to view and update personal data such as names, address, contacts, schools and/or University attended, qualifications, HELB.		
	The system must allow HR to view and update payment details such as bank, account name, account number, Bank Branch codes.		
	The system must allow the HR to view and update information on beneficiary and dependents subject to verification and approval.		
	The system SHOULD have storage repository for certification and other relevant documents for employees		
	The system SHOULD alert new employees to participate in the induction program coordinated by HR.		
	The system SHOULD allow grouping of employees based on various aspects such as department/directorate and grades		
1.6	D: Employee Management		
	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.		
	The system must be able to manage staff transfers, acting appointments, relocations, promotions and demotions and track such movements.		



	<p>The system should be able to address acting appointments. It should be able to capture under an employee's profile:</p> <ul style="list-style-type: none">- The event of acting appointment- Position- Start and end dates of the appointments- Benefits applicable		
	<p>Embed a workflow that supports Employee transfers including acting Appointments.</p>		
	<p>Provision for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.</p>		
	<p>Maintain a history of Employee transfers taken and support the ability to profile the same employee</p>		
	<p>Employee transfers module should be interfaced with payroll processing component</p>		
	<p>Provision for managing employee disciplinary actions</p>		
	<p>Embed a workflow that supports the disciplinary process (disciplinary module)</p>		
	<p>Provision for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.</p>		
	<p>Maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee</p>		
	<p>Disciplinary module should be interfaced with payroll processing component</p>		



	Disciplinary module should integrate with the personal development, training and separation modules		
	The system must be able to adequately address situations where an employee is suspended and capture this event on the employee's profile. This includes provision of workflows for initiating the suspension process, ending suspension and reinstating/rejecting an employee after suspension		
1.7	Remuneration Management		
	Basic Salary		
	Commuter/Transport Allowance		
	Meal Allowance		
	House Allowance		
	Entertainment Allowance		
	Domestic Allowance		
	Extraneous Allowance		
	Special Duty Allowance		
	Responsibility Allowance		
	Transfer Allowance		
	Acting Allowance		
	Non-Practicing Allowance		
	Honoraria		
	Leave Allowance		
	Telephone Allowance		



	Risk Allowance		
	Hardship Allowance		
	Special Taskforce Allowance		
	Retreat Allowance		
	Domestic Subsistence Allowance		
	Any Other Allowance		
1.8	Reports for Employee Management		
	<p>Ability to generate the following reports:</p> <ul style="list-style-type: none"> - 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. - Employees Locations report - Employee turnover reporting and analysis - Disciplinary actions taken report - Positions Analysis - Contract Employees - Employees by Cost Centre - Employees Ethnicity Reports - Employees by Education Level - Promoted Employees - Retiring Employees 		



	<ul style="list-style-type: none"> - Terminated Employees - Transferred Employees - Workforce planning - Staffing level analysis - Ages of staff - Dates of employment - Report listing employee NHIF, NSSF, PIN, HELB, or NITA (National Industrial Training Authority) details - Gender analysis - People with Disabilities (PWD) analysis 		
	Skill set and competencies status: to list per employee the professional qualifications, academic qualifications, learning /development map, job requirements.		
1.9	E: Performance management		
	System MUST have an inbuilt performance appraisal process/workflow		
	Ability to support the 360 degrees appraisal system with the ability to be configured to any other system such as the balanced scorecard		
	Ability to define various objectives associated with performance management.		
	Ability to define and amend KPI's associated with the objectives defined subjected to a workflow approval		
	The 360 degrees appraisal system and KPI's must be amendable for different categories of employees.		

The system must enable calculations for the KPIs against predefined rules to arrive at the performance measurement		
Ability to monitor and manage performance contract deliverables.		
Ability to capture performance requirements per position: qualification requirements, personal attributes, education, experience, skills, etc.		
Ability to receive periodic (e.g. quarterly) appraisal reviews/results from various directorates online		
Ability to send employees /performance appraisal report on the system.		
Ability to track performance appraisal results over a period of time per employee, department, etc.		
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.		
Support the associating of evidence to performance KPI's.		
Extraction of performance data to (excel, MS word, pdf etc.) per employee and per department and directorates.		
The system should support self-appraisal.		
Assessment of self-appraisals for annual or periodic appraisal process MUST be possible for the managers.		

	Support electronic signoffs between the appraised and appraiser and other relevant officials.		
	The system should allow the salary adjustment as defined in the salary progression matrix.		
	The system must allow the employee to receive performance feedback from their supervisor/manager.		
	The system must allow KPI tracking and management dashboards.		
	A workflow must be present for issuing a performance rating to an employee.		
1.10	Reporting Requirements for Performance management		
	The ability to generate the following reports: - Performance reporting per individual. - Performance reporting by position. - Performance reporting by department		
1.11	Training Management		
	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.		
	Ability to identify and evaluate training needs based on the performance appraisal.		
	Capturing of training requests submissions from user departments.		

Ability to create a list of training providers and their details.		
Ability to create a training plan, manage and update training plan.		
Ability to create a short-list of candidates for training and compare them against the training selection criteria (e.g. competency-based selection).		
The system must have an approval/rejection process for a training plan.		
Ability to create, manage and update an employee's personal development plan.		
Ability to capture information on trainings attended by an employee.		
Ability to capture/receive training and development requests from other departments.		
Ability to maintain historical data on all information captured e.g. trainees, trainers, vendors, training requirements, attendance, training record, performance, cost etc.		
Ability to create (define) training selection criteria and maintain historically (e.g. competencies-based criteria.).		
Ability to allocate roles to different personnel in the training development process.		
Ability to interface the training request process with financial system e.g. raising invoice,		



	Ability to track the status of a training request from requisition through planning to delivery and completion by trainees.		
	Centralized cataloguing and tracking of training courses		
	Ability to design, create and deliver online training programs for new staff as part of induction (modules and tests).		
	The system should have provision for setting the maximum number of trainings and cost a single employee can receive in one financial year.		
	The system should have functionality to restrict an employee from registering the same training course more than once after successfully undertaking the course		
	The system MUST facilitate development of a training calendar specific to departments within the company, jobs skills requirements, technical aspects and publish the calendar		
	The system SHOULD be able to generate training requirements-based performance appraisal		
1.12	Reporting Requirements for Training Management		
	<p>Ability to generate the following reports pertaining to training:</p> <ul style="list-style-type: none"> - 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 		



	<ul style="list-style-type: none"> - 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 		
	<ul style="list-style-type: none"> - Trainings in the pipeline - Training plan - Training feedback reports 		
<p>1.13</p>	<p>G: Training Attendance (E-Learning / Staff Induction)</p>		
	<p>The system should be able to present to employees a list of approved courses from which to choose from</p>		
	<p>The system MUST facilitate the enrolment for training courses</p>		
	<p>The system MUST enable the users to maintain a history of the courses attended, status of registrations and passes/fails</p>		
	<p>The system must be able to track enrolment and maintain enrolment status for all courses</p>		



	If registrations are received beyond the maximum capacity of the course, the system must be able to keep a waiting list for that course		
	Ability to send reminders and notifications to employees on upcoming courses which they have registered for		
	Ability to capture training evaluation and feedback by attendees so as to determine the success of the training delivered		
	Ability to record skills gained by the trainee after attendance of the training		
	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		
	The system must be able to track on number of hours of training an employee has attended for each course		
1.14	H: Leave Management		
	The system MUST automate the leave application process by enabling end-to-end online leave management		
	The system must embed a workflow for leave management that can capture comments and approvals related to the task depending on its requirements		
	Ability to accrue leave days at a configurable rate.		



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		
Ability to deduct leave days.		
Ability to suspend leave subject to approval by Head of Department		
Capability to track and extract a history of the leave management data of an employee		
Calculation of leave balances and how much they are worth		
The system must be able to carry forward leave balances as per HR policy and Kenya Statutory laws		
Interfaced with payroll component so as to support the conversion of leave balances to payment (during separation only)		
Should enable users to perform online leave planning on a Financial Year based system and submission of the same into the leave approval workflow or save plans as draft		
Provide alerts and notifications to users and relevant authority on leave anniversary, public holidays, etc.		
The system should provide for Weekends and Public holidays (Automatically)		
Enable one to apply different types of leave including: <ul style="list-style-type: none">• Maternity		



	<ul style="list-style-type: none">• Study/Exam• Paternity• Compassionate• Annual• Compulsory• Terminal• Special leave for Sportsmen/women• Sick• Child Adoption• Leave for special purpose• Unpaid• Leave pending retirement		
	The system must allow initiation of sick leave on behalf of the employee application by HR personnel		
	The system MUST have the ability to allow leave approvals process for different levels		
	The system MUST have a facility to keep a track of number of days of leaves taken, for the various categories of leave		
	The system MUST have a facility for the supervisors or the HR users to approve or reject the leave applied by the employees		
	The system MUST have the ability to automatically update leave allowance payable i.e Leave allowance shall be paid at the rate of either KShs. Fifty thousand (50,000) or one third of an employee's basic salary, whichever is the less.		
1.15	Reporting Requirements for Leave Management		



	<p>Ability to generate the following reports:</p> <ul style="list-style-type: none">- 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.-Leave balances/ carry forward		
1.16	Employee separation		
	A workflow must be present for NBA to initiate the separation of an employee in the event that it is a dismissal and capture comments where necessary		
	A workflow must be present for processing a request for separation from an employee and capture comments where necessary		
	A workflow must be present for processing a request for separation through an employee retirement, and demise and capture comments where necessary		
	The system should store the notice period details of all employees		
	Employees clearance form should be accessible online		
	Employees Exit Form should be accessible online		
	Employee details form should be accessible online		
	<p>At a minimum, the following should be captured on the clearance form:</p> <ul style="list-style-type: none">- Name and Employment Number- Date employed- Forward Contacts		



<ul style="list-style-type: none">- Designation- Department- Type of separation- Last day of service- Leave days due payable- Notice period (adequate/inadequate)- Notice period (to hand over)- Pay in lieu of notice- Signoff requirements with relevant personnel, departments or directorates		
Electronic signoff of clearance form between user and relevant personnel/departments and capture comments		
Integration with compensation module, loans, mortgages, etc.		
Maintain employee exit interview information		
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.		
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.		
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.		
	The System MUST allow for terminating the employee record at the conclusion of the employment period without deletion.		
1.17	Reports for Employee separation		
	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 3 years, 2 years, 1 year, 9 months, 6 months)		
1.18	Title Requirement		
	Payroll Management Compensation and Benefits Management 1. Payroll Processes 2. Payroll management & administration 3. Benefits administration 4. Salary Advances 5. Directors Payroll Administration 6. Permanent/Contract employees 7. Casual employees/ Interns Notification Payroll Processes 8. Honoraria Payment 9. Salary In advance		
	The system should enable compensation planning.		

	The system must provide a workflow for approval or Updating of all compensation related configuration data.		
	Must be able to capture and maintain all compensation and benefits data such as gross salary, Gratuity, NSSF, SHIF, NITA, House levy, NHIF, allowances, benefits, pension contributions, internal loans, insurance relief, Personal Relief, PAYE, HELB etc.		
	Must be able to capture Employers' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.		
	Must be able to capture Employees' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.		
	For the compensation and benefits data above, the system must be able to keep a history of transactions and changes while enabling the extraction of the same separately as a report per employee, department/directorate for all employees whether current, separated, on leave, etc.		
	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		
	Should enable computation of employee costs per employees, Directorate or Department.		

Must interface with the financial system / accounting module chart of accounts so as to allocate staff costs to the relevant cost/profit centers.		
Generation of tax returns (P9 forms) in batch or on singular basis.		
The system must be able to perform salary transfers / Payments.		
Provision for uploading of payroll data in mass from files such as spreadsheets where necessary. There must be a workflow for approving such uploaded data.		
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.).		
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.		
Ability to compute employee salary increment based on salary progression matrix.		
The system must be able to compute salaries in Kenya Shilling.		
The system should enable attaching or referencing of documentation related to employee compensations e.g. garnishment letters, etc.		
Staff must be able to view their payslip information online.		

Provision to enable application for loans and salary advances and facilitate approval of the same through a workflow.		
Provision for Alerts when the employee's deductions reach a set threshold – 1/3 of monthly pay.		
Provision to Alerts employee and the HR 3 months before the end of the contract		
The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions.		
Ability to process partial deductions if an employee's pay is insufficient to cover the deduction.		
Ability to compute associated employee taxes while taking into consideration the employee's benefits.		
Ability to facilitate payroll planning and calculations.		
Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee's benefits.		
Ability to make payment of gratuities as per the regulations on the last month of the contract		
Ability to pay mass salary changes retroactively and with different options.		
The system must be able to address payments/deductions missed out in the past either to a single employee or a group of employees.		

	The system must be able to record loans/advances to the employee under the employee's profile.		
	The system must correctly recover loans / salaries advanced to the employee.		
	The system must be able to post the recovered amounts correctly to the financial system.		
	All compensation and benefits must be formula driven / criteria based. The systems MUST NOT allow arbitrary allocation of compensation/benefits to an employee.		
	The system must have robust security features that will protect sensitive salary related information from unauthorized users.		
	The system should support multiple payroll cycles		
	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.		
	Provision for having different payrolls to cater for: - Board Members - Contract employees - Casual employees/Consultant - Interns/attachment		
	The system must have flexibility for configuring earnings and deductions so as to capture all earnings and deductions applicable at NBA.		
	There should be provision to schedule earning and deductions in order to address situations where an		



	earning/deduction is one time or severally over a period of time.		
	The system must offer functionality to make corrections to a payroll already processed.		
	There must be a detailed pay slip explaining every earning and deduction made for every payroll run. The pay slip should clearly separate earnings from deductions.		
	The system should maintain a history of all payroll runs and all their information (payments made and costings generated).		
	The system must notify HR once the payroll runs and payroll 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.		
1.19	Reports for Compensation and Benefits Management		
	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 un-editable format - Bank advice. - Payroll per month - Staff journal. -Payroll Journal - Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.).		



	<ul style="list-style-type: none"> - Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.). - Contributions (pensions, etc.). - Club subscriptions. -Staff welfare contribution - 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 		
1.20	Awards		
	The HR system SHOULD have a provision to develop and manage awards /rewards, recognition, and incentive / motivation programs.		
	The system SHOULD facilitate tracking and recognition of service awards such as gifts, certificates.		
	The system SHOULD be able to store all the employee related awards history.		



	The system SHOULD have a provision of reflecting awards related information to an employee's performance.		
	Reports for Awards		
	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.		
1.21	L: Self – Service		
	L1: Employee Self – Service		
	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.		
	The system MUST enable the users to view their pay slips and P9 on-line for all the processed payrolls.		
	The payment details for employees such as bank name, bank branch, account number etc. MUST be visible to users		
	The system MUST have the leave request functionality, which would enable the users to apply for leave.		

	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users.		
	Allow employees to update their training information.		
	Allow employee to view and print his/her payslip before the payroll is processed for the month		
1.22	Head of Department Self – Service		
	Line managers MUST have access to search and view information pertaining to their team members.		
	A supervisor MUST have access to view his/her team members’ employment as well as applicant history.		
	Supervisors MUST have access to view the team members’ leave requests and Approve/reject those		
	Supervisors MUST be able to view absence history for his/her entire team		
1.23	Institutional Calendar		
	The system should incorporate online annual institutional calendar preparation functionality and should be able to cover all Directorates/Departments programmatic Calendar		
	The system must possess functionality that allows activity plan preparation at a departmental/Directorate level prior to merging several departments’/ Directorates’ activity plan into a singular institutional activities plan.		



	The system must have a workflow approval for creating, uploading and updating the organization's annual calendar.		
1.24	Reporting Requirements for Institutional Calendar		
	Dynamic reports with the provision for a drill-down capability.		
	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
	Reports with the following parameters - Notifications on due date - Notifications on due date - Calendar by due date - Calendar by completed activities - Calendar by pending activities - Calendar by Directorate/department		
1.25	N: Loans and advances		
	Staff must be able to fill loan application form online through the self-service module for the different types of loans and advances: - Salary advance - Mortgage/ Car Loan		
	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		

	The system must capture the loan/advance against the employee's compensation and benefits profile		
	The system must interface with the payroll component so as to correctly record issued loans, recovered loans/advances.		
	The system must not allow for issuance of loans/advances that violate the statutory guidance on employee deductions in Kenya		
1.26	Reporting Requirements for Loan/advances		
	Production of the 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		

ii) Administration

No	Requirement	Bidders Response	Reference page in Document
1.0	<p>Summary</p> <ul style="list-style-type: none"> • Fleet/Transport Management • Management of Outsourced Services • Office Repairs & Maintenance • Motor Vehicle/Routine Maintenance • Asset Management • Requisition of Goods and Services 		
1.1	Fleet Management		
	<p>Requisition of vehicles</p> <p>Authorize procurement and acquisition of vehicles (Accounting Officer)</p>		
	Alert user regarding the expiry of the vehicle insurance and due date for Renewal		
	Capture the driver details		

	Management of work tickets to capture authorization and mileages.		
	The system should capture daily usage of vehicle by capturing vehicle reading and distance travelled		
	Management of vehicle service/repair		
	Inspection for Statutory Requirement for commercial vehicles.		
	Handling of Motor Vehicle Accidents		
	Vehicle fuel consumption report as per the work ticket.		
	Motor Vehicle summary report for vehicle usage.		
	Vehicle Tracking Service		
1.2	Transport Requisition		
	Maintain a database of the pool of vehicles available and the drivers by capture and retrieve vehicle details e.g. Reg. No, Make, Model, Insured date etc.		

	Allow staff to request for a vehicle by filling the transport requisition form and forwards for approval		
	System to allow for display of available vehicles and assigning		
	Once assigned the system should send alerts to the requester and also lock the car until trip is over		
	Maintain a dashboard to show available and assigned vehicles		
1.3	Asset Management Module		
	The system ability to receive the procured assets and update details, categorize, serialize, payment voucher, code, tag, responsible officer and set location of the asset and frequently update in the system.		
	Ability to depreciate and give net book value of the asset.		
	Ability to transfer and monitor asset movement		
	Monitor insurance status of the assets		

	Manage preventive maintenance and service schedules for all serviceable assets.		
	The module should interface seamlessly with the existing Asset Register.		
	It should enable automatic synchronization of asset data to minimize redundancy and ensure real-time data updates.		
1.4	Comprehensive Asset Management		
	<p>Capability to manage and monitor all asset statuses within the Authority, including:</p> <ul style="list-style-type: none"> • Newly procured assets. • Worn-out, broken, or repaired assets. • Stolen or lost assets. • Disposed assets. 		
	Should provide detailed reports on the status of assets, differentiated for HQ and Regional Offices.		
1.5	Assets Register Update Functionality		



	<p>Enable updates to the assets register with the following details:</p> <ul style="list-style-type: none">- Date of the update.- Asset tag number.- Asset description.- Current value of the asset.- Asset location.- Identity of the individual making the update.		
1.6	Asset Tracking and Identification		
	<p>The module should facilitate tracking and identification of assets based on:</p> <ul style="list-style-type: none">- Unique asset tag numbers.- Asset descriptions.- Associated departments or specific locations. <p>It should provide a real-time view of asset locations and their statuses.</p>		

1.7	Employee Requests and Approval Workflows		
	The module should provide functionality for employees to submit asset-related requests.		
	Approvals for asset-related actions should be processed within the system.		
	Reminders and alerts should be available for pending approvals or required actions, ensuring timely responses and accountability.		
1.8	Asset Surrender and Exit Management		
	<p>The module should manage the asset return process for employees exiting or separating from the Authority, including:</p> <ul style="list-style-type: none"> - The surrender of assigned or managed assets. - The return of access passes or any asset-linked identification. 		
	Generate necessary reports		
1.9	Office Repairs & Maintenance		

	System should allow online reporting of any incidences e.g lost, broken and stolen (fill form)		
	Alert is received and the authorized staff assign work to the Administration officer responsible for action.		
	Allow Administration to generate a memo for approval to initiate the repair process		
	Upon approval, administration initiates the repair process either through imprest petty cash or procurement process		
	Allow reporting back through the system to users upon completion		
1.10	Motor Vehicle Servicing/Routine Maintenance		
	Drivers track vehicle mileage through the use of automated work tickets		
	Once the vehicle has less than 200kms to reach its mileage, the system alerts the Administration Officer		



	The reorder level should trigger a requisition once its due for service		
	System assign next available driver		
	Once the vehicle is serviced, system is updated to change the status		



III) Finance & Accounting Department			
No.	Requirement	Bidders Response	Reference page in Document
1.0	Finance & Account Department (Summary) Financial Management 1. General Ledger 2. Budgeting 3. Impress processing 4. Payables 5. Receivables 6. Votebook 7. Cash and bank management 8. Fund management 9. Interest Income process 10. Fixed deposit 11. Fixed assets 12. Report module list 13. Account schedules 14. Trial balance 15. Payments Processing 16. Impress Management 17. Budget Preparation Financial Reporting		
	The system should have full kenya currency functionalities		
1.1	Revenue		
	Ability to update invoices on the General Ledger, Customer accounts or as per Sub-categories of the Debtor		



	Ability to support the following Modes of payments:		
	- Bank deposits		
	- Cheques;		
	- EFT or RTGS		
	- Mpesa		
	Ability to issue receipt notification:		
	Print, Email, SMS		
	Mobile Money Transfer payments		
	Able to handle other miscellaneous receipts and incomes; <ul style="list-style-type: none"> - Payments for tenders; - Sale of boarded items; - Reimbursement of imprest - Car loan repayment - Salary advance repayment, - Staff housing mortgage loan repayment; - Interest income - Unidentified bank deposits / cheques/mobile money payments; - Other income 		
	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
1.2	Account Receivable		
	Ability to create and categorize customers and other receivables (staff advances, Staff Car loans, Staff Mortgage Loans, deposits and prepayments)		



	Ability to maintain details of identification (photo details of PIN, National IDS or proprietors' or Directors' registration/incorporation Certificates etc.) of the debtors		
	Ability to generate credit notes Ability to maintain and generate account statements and generate ageing analysis reports Ability to categorize customer levels and track details to ledger accounts. Allow emailing of invoices/ statements/ receipts to customers' Ability to support activating and deactivating of accounts with necessary approvals		
	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
1.3	Payment		
	Have a payment handling process with approval workflow and limits. Ability to support multiple bank accounts. Ability to process payment to Suppliers; Ability to notify to suppliers (payee) through email and SMS; Ability to process EFT/RTGS payments, Cheque payments and cash payments. Ability to process Salaries and Allowances payments and archiving payroll data; Application of advances online; Access outstanding loans and advances balances online.		



	<p>Ability to manage withholding taxes on supplier payments</p> <p>Ability to manage all applicable taxes.</p>		
	<p>Ability to process statutory and other payroll deductions; PAYE, NSSF, HELB and NHIF; Other payroll deductions; Export to CSV excel; Print cheques</p> <p>Process client’s refunds; Withdrawal of deposits, Overpayment refunds</p> <p>Ability to process Staff imprest requests, Approval, Payment and Surrender of imprest.</p>		
	<p>Ability to process payment for provision of services;</p> <p>Ability to process Sponsorships to stakeholders</p>		
	<p>Ability to offer online services such as: Receive invoices and supporting documents;</p> <p>Payroll and any other payments</p>		
	<p>Ability to verify payments online, authorize payments online, Sign cheques online (NB; Apply two level authentications) and notify suppliers online</p>		
	<p>Ability to print payment vouchers fully capturing details of payment Auto posting of transactions to relevant expenditure ledger line accounts Post payment transaction to journals/ ledgers</p>		
	<p>Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.</p>		
1.4	Budget Preparation and Forecasting		
	<p>Ability to develop itemized program Based Budgeting.</p>		
	<p>Ability to manage multiple budgets and forecasts</p>		



	Allocate revenue targets and budgeted cost to responsibility/revenue centers		
	Ability to provide periodic (monthly, quarterly and annual) budgets;		
	Automate user requirements / proposals (Program Based Budgets) to the consolidated budget and link the same to the Annual Procurement Plan and users		
	Integrate quarterly, six months, nine months and annual budgets with financial statements.		
	Automate purchase and authorized expenditure requisitions and link to the budget		
	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		
	Ability to track and report on variance between budget and commitment & expenditure reports		
	Automate notification on budget balances to the user divisions/units.		
	Provide for Budget Reallocations and adjustments within budgets approvals		
	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
1.5	Financial Statements		
	System should support Cash book update		
	Ability to post the Cash Book entries to the General Ledger		



	Ability to create Trial Balance (TB) and Detailed Trial Balance		
	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 (Direct method) and Statement of Budget versus Actual Expenditure)		
	Ability to Integrate approved budget with financial statements. Namely; Statement of financial performance, Statement of financial position, statement of cash flows and statement of budget versus actual expenditure.		
	Segment reporting capabilities for both Revenue (in terms Revenue Streams/items, category, Revenue per directorate) and Expenditure on monthly, quarterly, semi-annually and annual basis– Cost Centre Accounting		
	Ability to export transactions or data from/to various formats e.g., MS, Excel, Word, PDF, txt, xml and CSV etc.		
1.6	Petty Cash		
	Ability of Staff request for petty cash online		
	Ability to approve or decline petty cash documents online and notification to cashier, originator and accountant.		
	Ability to notify cashier of approved petty cash documents for processing		



	Ability to process PCV for approved and posting of petty cash expenses to the cashbook and General Ledger		
	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
1.7	Accounts Payable		
	Ability to Create and categorize vendor\integrate with details of suppliers created in Supply Chain Management module and from employees.		
	Ability to maintain supplier database, contact details e.g. address/email/mobile number		
	Ability to maintain other vendor' details e.g. KRA PIN and Bank Account Details		
	Ability to integrate or facilitate filling of KRA taxes for staff and suppliers on KRA Platforms		
	Ability to link/apply LPO/LSO to payment/ Cash Book		
	Ability to pay vendors		
	Ability to set recurring bills		
	Ability to set reminder for when a bill is due		
	Ability to track unpaid bills		
	Ability to pay from an account		
	Allow for generation of payment voucher entry		
	Ability to prepare Payment Voucher and forward for Cheque writing		
	Ability to assign payment voucher numbers automatically		



	Ability to approve Purchase Orders on the system		
	Ability to write Cheques		
	Ability to carry prepaid and accrued expenses into a new year		
	Ability to distribute expenses to multiple accounts per line item		
	Ability to generate alerts on approved documents		
	Ability to maintain supplier accounts statement and generate ageing analysis		
	Ability to categorize supplier's levels and track details to ledger accounts		
	Ability to post purchase transaction to journals/ ledgers		
	Ability to generate ageing analysis for the outstanding invoices and payments		
	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
1.8	Payable Analysis		
	Ability to mark an invoice/voucher as held with appropriate approval		
	Ability to prevent duplicate invoice numbers per supplier		
	Ability to raise debit memo		
	Ability to settle payments		
1.9	Produce Cash flow Projections		
	Ability to show how much you owe		



	Produce past due payables report		
	Ability to project annual cash flows after one year of data is collected		
	Ability to merge and report actual/historical cash flow utilization and future cash flow projection		
	Ability to merge bank/cash accounts with respect to cash flows		
1.10	Support partial payment of Specified Invoices		
	Ability to select specific invoices for payment		
	Ability to select specific suppliers for payment		
	Ability to pay a designated percentage of the total due		
	Ability to capture invoice date as well as a receipt date		
1.11	Tax Processing		
	Ability to account for, analyze and report on input and output VAT		
	A VAT analysis should be available over a user defined period		
1.12	The system should support Withholding tax and therefore have;		
	a) Ability to compute withholding VAT and withholding tax and post them to relevant GL accounts		
	b) Ability to customer/suppliers' services/products as VAT exempt or VAT chargeable		



	c) Ability to generate periodic report on withheld VAT showing details of tax withheld by supplier and invoice and total for the period		
	d) Ability to generate periodic report on withheld tax showing details of tax withheld for each payment and total for the month		
	e) Ability to set tax tables and update them when rates change		
1.13	General Ledger		
	Customizable charts of accounts Ability to create customizable charts of accounts and enable ability to edit and identify		
	Allow reclassification of charts of accounts/General Ledger		
	Support segmented general ledger		
	Support a variety of journal processing options		
	Support journal to be grouped and processed in batches ensuring verification and authorization		
	Capability to Import/export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
	Support processing of taxes (PAYE, Withholding VAT, Withholding Tax, Withholding taxes on professional fees and other taxes)		
	Require approval of transaction before posting		
	Handle general journal and recurring journals		
	Manage recurring transactions Categorize income and expenses at various levels (grouping, sub-groups)		



	Ability to drill down transactions from GL		
	Ability to print and/or export GL in various formats e.g. excel		
	Ability to define the chart of accounts in such a manner that account balances can be tracked by the following dimensions:		
	a) Company Name		
	b) Department/Cost Center		
	c) Sub department /Cost Center		
	d) Main GL accounts/sub-ledger		
	e) Projects		
	f) Location, etc.		
	Ability to show budget allocation/balance at entry of transaction		
	Ability to display fields that fully describes the transactions		
	Ability to print GL in a specified period		
1.14	Cash Management		
1.15	Banking & Cash Management		
	Ability to support the following Bank Master details:		
	a) Bank Country Code		
	b) Bank Code & Name		
	c) Branch Code & Name		
	Ability to specify which bank accounts the money goes to		
	Ability to print deposit summary of deposits records		



	Deposit payments to bank accounts		
	Ability to define petty cash limits in the system. The system should not allow petty cash accounts to exceed defined petty cash limits		
	Import Bank statements into the system		
	Create and manage multiple cashbooks		
	Manage cash and banking activities		
	Handling receipts and payments transactions through cash books		
	Perform bank reconciliation (Auto and Manual)		
	Cash flow management		
1.16	Cash book Processing/Receipting		
	Ability to process receipts		
	Ability to process cash book journals		
	Define payment methods (e.g. Cash, cheque, EFT,)		
	Track bank deposits/ remittances		
	Create payment categories for all payment classes		
	Support inter-bank transfers		
	Store historical data for all payments		
	Ability to set up payment tolerance levels and reason codes for writing off payment differences		
	Ability to process and record manual Payments		
1.17	Reconciliation Processing		
	Ability to carry out/run cashbook/bank reconciliation procedures		
	Ability to support automatic cashbook/bank reconciliation		



	Ability to support EFT payments to vendors by providing an Automated interface to the EFT system 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		
1.18	Reports		
	Ability to provide detailed reports on:		
	a) Reconciliation differences		
	b) Daily reconciled cashbook position		
	c) Reconciled items and un-reconciled items		
	d) Mismatched items		
	Ability to generate cash book detailed		
	report-receipts, payments and adjustments		
	Generate bank reconciliation report		
	Ability to import bank statements Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
1.19	Payment		
	Payment handling with approval workflow		
	Print Cheques with numbers referenced to cashbooks		
	Print payment vouchers fully details of capturing payment		
	Allow reimbursement/refund of expenditure incurred		
	Generate payment list for bank transfer funds		
	Auto posting of transactions to relevant expenditure accounts		



	Check for duplicate payment numbers		
	Create payment structure for accommodation and subsistence allowance		
	Post payment transaction to journals/ ledgers		
1.20	Staff Imprest		
	Ability to manage imprest requisition through Warrant Form up to remittance of funds to staff		
	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.		
	Ability to alert the staff through email/SMS on any unaccounted imprest on the expiry of the allowed time period		
	Ability to notify and transfer the uncounted staff imprest to be deducted as salary in advance on expiry of the set time limit		
	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
	Ability to e-mail customer statements		
	The system should have the ability to predefine automatically the timeline within which notice for recovery of outstanding balances will apply. Alert external customers on Car loan and Mortgage loan balances electronically and alert them on prorated interest accruing on their balances.		
1.21	General Ledger		



	Ability to create customizable charts of accounts and enable ability to edit and Indent		
	Allow reclassification of charts of accounts/General Ledger		
	Support segmented General Ledger		
	Support a variety of journal processing options		
	Support journal to be grouped and processed in batches ensuring verification and authorization		
	Capability to Import/export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
	Support processing of taxes (PAYE, Withholding VAT, Withholding Tax, Withholding taxes on professional fees and other taxes)		
	Require approval of transaction before posting		
	Handle general journal and recurring journals		
	Manage recurring transactions Categorize income and expenses at various levels (grouping, sub-groups)		
	Ability to drill down transactions from GL		
	Ability to print and/or export GL in various formats e.g. excel		
1.22	Financial Reporting		
	Generate financial reports (Statement of financial performance, Statement of Financial Position, Trial Balance, Detailed Trial Balance, Cash flow statement–Direct method, Statement of Budget versus Actual Expenditure, Bank reconciliation reports, comparative reports, Car loan and Mortgage		



loan report, Sub-ledger Reports, and any other customized reports		
Ability to allow customization of reports in various formats/create and manage reports with ease		
Ability to create comparative periodic report – weekly, Monthly and annual (budget against actual, Prior period against actual period)		
Ability to view and export report to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
A report generator tool to allow customization		
Ability to customize reports as per IPSAS Accrual Standards, Treasury prescribed formats and any described format by donors		
Ability to distribute/ send reports through email		
Trial Balance		
Income Expenditure Statements/ Statement of financial performance		
Balance Sheet (Statement of Financial position)		
Cash Flow Statement		
Quarterly reports to treasury: Should		
provide variance and comparison in current		
period expenditure and income with prior periods. Treasury provides standard template forms for these reports-IPSAS Accrual Template		
Monthly Management Report: This should be a financial report for each vote in the		
Ledger for the purpose of budget monitoring		
Ability to generate Budget report		



	Ability to generate management accounts for statutory accounts reports from the ledger. Allow for Tax computation and analysis		
	Allow for creation of customized reports to serve various funding sources requirements		
1.23	Fixed Assets		
	Ability to maintain a fixed asset register		
	Ability to update the assets register with additional assets purchased in each period, disposals, write- off, revaluation, compute depreciation and net book value for each specific asset on quarterly basis.		
	Ability to create a fixed asset and capture the following fixed asset information:		
	a) Asset description		
	b) Asset serial number		
	c) Location		
	d) Asset main category		
	e) Asset subcategory		
	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 Depreciation method		
	Ability to account for part disposals of assets		
	Ability to support automatically calculate gains / losses on disposal of assets and creating the journal in the GL		
	Maintain cost of improvements to existing assets as component of asset value		
	Comprehensive search facility based on details captured on the assets		
	Automatic capture of fixed asset items into the GL account as assets and not expenses		
	Automatic capture of fixed asset identification numbers		
	Ability to support various methods of asset acquisition		
	Ability to capture work/construction in progress (WIP/CIP) assets and later convert them as normal assets and start depreciating		
	Ability to use flexible depreciation methods and change as required and to vary these over the asset life and support the following depreciation methods: <ul style="list-style-type: none">i. Reducing balanceii. Straight-lineiii. User defined method of depreciation		



	Ability to calculate depreciation based on groups of assets:		
	Ability to recalculate depreciation on asset: Based on a change in value Based on a change in depreciation schedule Based on a change in asset life		
	Ability to process and post transactions: Depreciation expenses Cost Adjustments, if any		
	Ability to retire assets via different methods: a. Fully retire b. Partially retire by units		
	Support asset cycle count facility (prompting the counting and reconciliation of certain classes of assets).		
	Ability to generate fixed assets register reports		
	Generate asset depreciation register (detail and summary)		
	Generate unposted depreciation calculation report before transferring them to GL but after running depreciation in the asset's module		
	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
1.24	Business Analytics		
	Support for business intelligence		
	Ability to define key performance indicators and monitor them through reporting and analysis tool e.g. include performance on actual expenditure vs budget, ratio of recurrent to development expenditure, rate of cost reduction		



	Ability to preview report before printing		
	Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report		
	Ability to reprint documents (invoices, memos receipts)		
	Ability to support analysis of financial reports using graphs and charts		
	Ability to support business intelligent reporting in inventory, payables and receivables including graphical presentation		
1.25	Information Security & Controls		
	Allow user access to be controlled at numerous levels e.g. menu level, screens level, transaction level and field level		
	Ability to maintain detailed and summary transaction history by account with audit trail showing who, when and why		
	Ability to query audit trails by transaction, by user, by account or GL code etc. for both transactions and standing data		
	Ability to log reversals or corrections without allowing complete deletion		
	Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles		



	Ability to secure financial and reporting information to appropriate individuals associated with specific departments, roles or functions		
	a) Users can use to create reports and statistics with ability to define data fields, graphic and layout format on dashboard.		
	b) Create, run, share and download reports, charts and statistics (User, accounts, subscription, ageing reports, campaigns).		
	c) Use suitable business intelligence (BI) tools for dashboards and reporting		
1.26	Vote book		
	a. Ability for the system to commit the budget request to the vote book.		
	b. Ability to restrict budget request above the approved budget.		
	<p>Reports</p> <p>a. Ability for the system to process different reports for the vote book.</p> <p>b. Ability for the system to integrate the LSO/LPO from supply chain with Finance for approval and commitment and link this to the vote book.</p>		

iv) Supply Chain Management

The following is a summarized module that will be configured, modified and improved in the ERP platform.



No	Process/Function	Re-engineered Processes
	Supply Chain Management	<ul style="list-style-type: none">• Prequalification/registration of suppliers• Procurement planning• Requisitions• Tendering• Purchase/stores requisition management• Sourcing of goods, works and services• Evaluation process• Preparation of professional opinions• Award of contracts• Procurement and contract management• Inventory Management Implementation, costing and monitoring• Supplier performance management• Store issues and stock taking• Management of outsourced transport services• Inspection and acceptance• Disposal of Obsolete Assets• Local Purchase order & Local Supply Order• Analysis Reporting

No.	Requirements	Bidders Response	Reference page in Document
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	<p>Summary</p> <ul style="list-style-type: none">• Procurement planning• Procurement of Goods and Services• Inventory Management• Disposal of Idle Assets• Prequalification/registration of suppliers• Purchase/stores requisition management• Sourcing of goods, works and services• Evaluation process• Preparation of professional opinions• Award of contracts• Procurement and contract management• Inventory Management Implementation and monitoring• Supplier performance management• Store issues and stock taking• Management of outsourced transport services• Inspection and acceptance• Disposal of Obsolete Assets		
1.0	Procurement Plan		
	1. The system must allow creation of goods/product, items, works and consultancy services to guide in procurement planning.		
	2. The system shall allow categorization of		



	goods/services/works/consultancy and non-consultancy services		
	3. Ability to creation user Department/Directorate Plans yearly as the required format as per approved work plan and Budget		
	4. Ability to generate Consolidation of procurement plans of various department/Directorates into a master/Consolidated procurement plan and vice versa in the required format		
	5. The system shall not allow procurement of an item/service that is not planned for.		
	6. Ability to define a procurement plan that is linked to the detailed budget.		
	7. Ability to analyze current status of procurement Plan, Implementation and also cater for review of procurement plan and reports.		
	8. Support for multiple languages for procurement catalogues.		
1.1	Reports		
	1. The system shall generate yearly Consolidated approved plans.		
	2. The system shall generate departmental/Directorate Annual and Quarterly Corporate procurement plan Status report		



	3. The system shall provide a report on List of items not procured in the financial year		
	4. The system must generate procurements reports of items which have depleted the approved budget.		
1.2	Registration Prequalification of Supplier		
	1. The system must support online supplier portal for registration/prequalification of suppliers and categorize to open and AGPO Groups		
	2. The system shall allow posting of suppliers in the system		
	3. The system shall allow continuous registration of AGPO Groups		
	4. The system shall capture all the details of suppliers including mandatory and maintain suppliers master data base requirements for registration/prequalification of suppliers.		
	5. The system shall evaluate and generate a prequalified suppliers list		
	6. The system allow registration of suppliers participating in specific tenders		
	7. The system must be able to create category of goods and services for the suppliers.		



	8. The system should be able to Detection of duplicate suppliers based on unique multiple supplier identification number such as PIN, Internal reference numbers etc.		
	9. 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)		
	10. The system should Enable the attachment of documents to supplier registration/prequalification tasks e.g. tender advertised, supplier responsiveness, filled business questionnaire, prequalification document, mandatory documents etc.		
	11. The system MUST be able to block the suppliers who have been debarred and unblock upon clearance.		
	12. The system MUST be able to record complaints about the supplier.		
	13. Ability to carry out supplier's performance on parameters such as late deliveries per year, number of LPO that have been awarded to supplier groups such as AGPO amongst others		



	<p>14. System should keep necessary supplier information such as:</p> <ul style="list-style-type: none">• Name• Supplier code• Business Location• PIN registration• Suppler VAT No.• Supplier Type (service, goods or product)• Contact persons• Email address• P.O Box Number• Default payment currency• Default bank account (EFT details)• Lead Time• Pricing• Payment Methods• Payment Terms• Discount Terms		
1.3	Reports		
	1. The system shall generate a supplier performance report		
	2. The system shall generate a report on annual prequalified suppliers list		
	3. The system should maintain Purchases Year to Date (YTD) in number and currency per supplier		
	4. 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.		
	5. 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.		
	6. The system MUST support LSO/LPO generation of a report history of bidders who have been given work many times (to promote fairness).		
	7. The system must be capable to provide quarterly reports to procurement awarded to the Reserve Groups		
1.4	Requisitioning- Raising of online requisitions and online approval of requisitions		
	1. Ability to allow end users to create a purchase requisition capturing all details as per the format based on the procurement plan		
	2. The system must be able to allow goods services requisitioned are expensed from approve procurement plan		
	3. The system shall allow approval of online requisition forms and forwarded to procurement		
	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 employee's HOD regarding the details of the item request pending		
	6. System Embed a workflow for the purchase requisition process and capture approvals, comments and documentation associated with this process/task.		
	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, department, date of approval		
	8. The system must automate the raising of purchase requisition for stocked and non-stock goods, and services.		
	9. The system should allow attachment of other documents to the requisition		
	10. The system Checks for duplicate requisition numbers		
	11. Workflow- The processes all go through an online workflow process where there should be online approval of each process in the system and electronic approver signatures appended in the printouts automatically. All these		



	processes are inter-linked and have a flow.		
	12. where there should be a connection between documents such as the Requisition, Quotation, LPO, Invoice and GRN Support for E-Procurement (e- tendering, e- quotes amongst others) through an Extranet		
1.5	Reports		
	1. The system shall generate report on requisitions received		
	2. The system shall generate report on approved/rejected requisitions		
	3. The system shall generate report on duly filled requisition form		
	4. The system shall generate requisition status report		
	5. The system shall generate Annual, quarterly and monthly departmental status report.		
	6. The system MUST Provide a report of all requisitions for a specific Period.		
	7. The system MUST provide a report of all pending requisitions as at a certain date showing how long they have been pending		
	8. Report on cancelled requisitions		
1.6	Sourcing of goods, works and services		



	1. Receipt of approved Requisition and determination of procurement method based on the threshold		
	2. Ability to generate RFQ/ RFP/TENDER /DIRECT can be generated by the system automatically capturing the reference numbers, opening and closing dates		
	3. The system must allow submission of tenders online with security feature		
	4. Ability to recommend appointment and approval of Tender Opening and evaluation Committees		
	5. The system must be able to develop an E tender Box		
	6. The system must allow E opening of tenders		
	7. Ability to enquire on number of RFQ/ TENDER DOCUMENTs issued to a supplier within a certain period and how many of the bids the supplier won		
	8. The system must allow Evaluation/posting of evaluation reports, Professional opinion, tender awards etc.		
	9. Ability for the tenderers to register online while submitting tenders.		



	10. Ability to determine how many tenders have been submitted.		
	11. TORs issued during purchase requisition should be available during evaluations and inspections		
	12. The system should be able to capture the technical evaluation criteria including. <ul style="list-style-type: none">• Mandatory criteria• Technical Evaluation criteria• Detailed evaluation showing minimum score for which the attained bidder proceeds to the next level		
	13. The system to generate an evaluation report		
	14. System should electronically store the minutes to each purchase request. In particular, the Evaluation committee reports should be linked to the purchase requisition.		
	15. System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bids 'details.		
	16. System supported evaluation alert on Tender closure after 30 days from closure		



	17. The system should have the functionality to manage procurements through the different public procurement methods		
	18. System to provide a portal for bidders and support access procurement through electronic reverse auction		
	19. Ability to link with the Government portal on procurement		
1.7	Reports		
	1. The system MUST be able to generate reports on pending tenders and their status		
	2. 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. Alerts should be created to remind users.		
	3. The system MUST be able to generate reports on a list of tenders whose submission dates were extended.		
	4. The system MUST be able to generate reports on summary of the tender awards by procurement method, value, reserved tenders etc.		



	5. System should generate a report on tenders/quotations, on-going, completed and terminated.		
1.8	Generate and issuance of LPOs and LSOs.		
	1. The system shall allow to generate approved LPOs and LSOs from approved online requisition and quotations		
	2. The system must have a workflow for generation / raising of local purchase orders following approval of purchase requisition		
	3. LPOs/LSOs form format shall have all required field to avoid missing information		
	4. All the LSOs/LPOs generated must be linked to the budget		
	5. The system must Email the approved LPOs/LSOs to a supplier.		
	6. The system shall allow online approval for LPOs/LSOs		
	7. The system SHOULD be able to print the LPOs/LSOs information with company logo only once as an original copy. The re-print option SHOULD indicate duplicate copy.		
	8. Ability to record purchase order acknowledgement from vendor		



	when LPO/LSO is sent by email.		
	9. Ability to consolidate related procurements on the LPOs/LSOs		
	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 labor/rate based temporary labor		
	12. Ability of the system to allow for multiple line description per LPO/LSO		
	13. The system Checks for duplicate Purchase order numbers		
	14. System should allow reprint of LPO/LSO with 'copy, amendment no., reprint' marked on the print out		
	15. Ability to restrict information that end users should view in the procurement process		
1.9	Reports		
	1. The system shall generate report on annual, quarterly and monthly raised LPO'S for corporate and department.		



	2. The system shall generate report on open orders.		
	3. The system shall generate report on purchase order history.		
	4. The system shall generate report on outstanding order history		
	5. The system shall generate report on closed orders report		
	6. The system MUST generate reports on overdue supplies, which can be used to follow-up with suppliers for the material to be supplied.		
	7. The system MUST generate reports on Purchase order commitment for the specified period.		
	8. The system MUST generate reports on Purchase order detail showing the details of all type of purchase orders specified by the user. It MUST display the quantity received against the purchase order		
1.10	Inventory Management		
	Goods/Services Receipts and Inspections		
	1. The system must allow for the inspection of goods/services/works		
	2. The system must allow for ad hoc set up of the Inspection and Acceptance Committee		



	3. 3. The system automates generation of Goods Received Note (GRN) that must be associated / matched with an open Purchase Order(s).		
	4. The system allows for full or partial receipts against a purchase order or contract		
	5. The system allows for the receipt of goods, services, works, repaired items, inter stores transfers, etc.		
	6. 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		
	7. The system shall capture and verify LPO/LSO		
	8. The system shall allow posting of supplier Invoice		
	9. The system SHOULD have the ability to maintain approved supplier catalogue/lists for inventory items		
	10. The system should be able to provide alerts to key stakeholders on attainment of certain Goods Received Note (GRN) status		
1.11	Stores Management: -		



	1. The system MUST allow the definition and maintenance of alpha numeric character codes for items		
	2. The system should have templates with predefined set of item attributes		
	3. The System must capture all product details e.g. codes, description, unit of issue etc.		
	4. The system MUST allow the definition of the following inventory types inside the application e.g. Consumables, Assets etc.		
	5. The system MUST have an ability to define new Item categories and Catalogues based on their characteristics		
	6. The system MUST allow the assignment of Inventory items to one of these categories and catalogues defined		
	7. The system shall provide an online GRN		
	8. The system shall generate stock order register and bin card.		
	9. The system MUST show the dates the goods were received in the store.		
1.12	Stores Online Issuance: -		
	1. The system should allow approval of issuance of all stores		



	or assets through the requisition form by the officer in charge of the procurement function or only delegated officer		
	2. The system automates generation of Goods Issue Note that must be associated / matched with a stores requisition note.		
	3. The system allows for full or partial issues/receipts against a stores requisition note or contract		
	4. System should allow for creation and maintenance of approved items price lists		
	5. System should allow for creation and maintenance of supplier items catalogues		
	6. System should allow for creation of an internal Catalogue for all items /Services		
	7. The system allows for the delivery of goods to a specific store		
	8. The system must allow for the generation of: <ul style="list-style-type: none">- stores issue notes- stores receipt notes- goods in transit notes- proof of delivery notes		
	9. The system has the functionality that allows different movements		



	of stock items from one store location to another		
	10. The system shall generate Delivery Note with printable option		
	11. The system shall generate Goods Received Note with printable option		
	12. The system must be able to identify idle stock		
	13. Support the Automatically sent out alerts to stores personnel, user departments, and other relevant personnel when re-order replenishment levels are about to be reached/expire. This should factor in functional lead times		
	14. Setup of re-order replenishment levels		
1.13	Inventory Maintenance		
	1. 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.		
	2. Automatic updating of inventory levels and balances after issuance/reception of		



	inventory (stocked items and services)		
	3. Valuation of stock: The following options must be available for calculating the unit cost of a good in the store: <ul style="list-style-type: none">- Last in First Out (LIFO)- First in First Out (FIFO)- Simple average- Weighted average		
	4. Should maintain a central access-controlled items master database		
	5. The system must give alerts and notifications when stocks are at the re-order level and on expiry dates		
	6. 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.		
	7. Support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.		
	8. Automatic generation of disposal codes/item number		



	<p>9. The officer in charge of the procurement function should have access to a screen that provides him/her with an update on the status of all workflows in his/her division. The objective of this is to allow the officer in charge of the procurement function to have an overview of the status of all requests and activities of his department.</p>		
	<p>10. Support the setup of re-order replenishment levels</p>		
	<p>11. Quickly determine actual and projected item availability, overstock situations, replenishment requirements</p>		
	<p>12. Ability to define costing methods for inventory</p>		
	<p>13. Enhance the inventory systems to generate reports that include the dates when goods were received in the store and track item movements</p>		
1.14	Stock Taking		
	<p>1. The system should be able to generate a Stock take count list</p>		
	<p>2. Allow the manual stock verification stock counts capture by the system, reconcile the physical count against the system count and produce a variance report</p>		



	<p>3. 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.)</p>		
	<p>4. The system should allow for approval of the stock take through a workflow process</p>		
	<p>5. The system should allow for the following types of stock takes:</p> <ul style="list-style-type: none">a. Annual stock takeb. Periodic stock takesc. Ad hoc stock takesd. Select (e.g. Fast-moving items, etc.) stock takes		
	<p>6. 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.</p>		
	<p>7. The system should allow for scheduled stock takes alerts on quarterly bases.</p>		
	<p>8. The system should have the ability to set up an ad hoc Stock take and Physical Verification Committee</p>		
	<p>9. The system should have the ability to set up access rights to the ad hoc stock take and Physical</p>		



	Verification Committee for only the duration of the stock take		
	10. The system should have the ability to carry out the stock take for a Division or stock room of the store		
	11. The system should have the ability to generate all standard reports with respect to stock takes		
	12. The system should allow for capture of stock take notes/observations to accompany the physical counts		
	13. The system must be capable of carrying out stock valuation Monitor Inventory Management performance with KPIs, standard reports, and ad hoc reports		
1.15	Reports		
	1. The system shall allow posting of Inspection Report		
	2. The system shall generate a Report on Goods Received		
	3. The system shall generate a Report on Rejected/returned goods		
	4. The system shall generate a GRN Report		
	5. The system shall generate a Supplier performance report		



	6. The system shall generate report on dispatched goods		
	7. The system shall generate report on reorder Levels		
	8. The system shall generate report on reorder quantity		
	9. The system shall generate stock report on maximum and minimum stock		
	10. The system shall generate annual, quarterly, monthly, weekly and daily stock status report		
	11. The system shall generate a report on slow moving stock		
	12. The system shall generate stock ledger report		
	13. The system Shall generate monthly ,quarterly and annual stock reports		
	14. The system can generate, per storage location, the store movement reports including: <ul style="list-style-type: none">- Current stocks (Value and Quantity reports, reorder level, balance to reorder level, etc.)- Receipts per a selected period (Value and Quantity LPO/LSO reports)- Issues per a selected period (Value and Quantity reports)		



	<ul style="list-style-type: none"> - Transfers ((Value and Quantity reports)) - Damaged stocks (Value and Quantity reports) - Expired stocks (Value and Quantity reports) 		
	<p>15. Stock Analysis Report: this report gives information classifying all the items available based on their importance and value.</p> <ul style="list-style-type: none"> - Item categories Report - Stock issues - Per user - Per department 		
	16. Stock taking reports		
	17. Stock valuation report		
	18. Provision of list of all items in store		
	19. System should give a report of when the goods were received and issued.		
1.16	Disposal of Assets and stores		
	1. Ability to monitor stock aging based on manufacturers recommended date of disposal, rate of uptake of items from store and date of items manufacture		
	2. User department to identify unserviceable, obsolete or surplus stores or equipment due for disposal and capture in Annual disposal plan		



	3. User department shall submit the annual disposal plan 30 days before the end of financial year for consolidation		
	4. system should generate disposal code/item code		
	5. The consolidated annual disposal plan is submitted to the CEO for approval.		
	6. Ability to isolate and assembling of items to be stored system segregated stores		
	7. Ability to recommending and appointment of the Disposal Committee online		
	8. Manage the process of disposal of items capturing all details such as the technical evaluation reports, disposal committee deliberations, recommendations, invitations for bidders, evaluations of bids, awards, actual collection of items by buyers		
	9. Ability to support different disposal methods based on the board of survey reports and asset management recommendation such as transfers to other organizations, sale by public action, trade ins, dumping, destruction, sale by open tender amongst others		
	10. The system must allow disposal plan to be flexible to accommodate emerging issues		



	11. Ability to allow approval of disposal process		
	12. Ability to link with the Asset management and updating after disposal Reports		
1.17	Reports		
	1. The system shall generate yearly Consolidated approved Disposal plans		
	2. The system shall generate Annual and Quarterly disposal plan Status report		
	3. The system shall provide a report on List of items earmarked for disposal with the reserve price		
	4. The system shall maintain the list of items disposed and their disposal method		
1.18	Contract Management		
	1. Allow for automatic and manual creation of contracts (including related attachments)		
	2. Enable fast creation of contracts by use of templates, auto fill and drop-down menus among others		
	3. Capture contractor and subcontractor details		
	4. Tracking of start and end dates of the contract in addition to milestone dates, contract signing dates and other relevant dates		



	5. Capture details on contract type and budget		
	6. System should support the update of contract with necessary details.		
	7. The system should support multiple addresses and contact information for vendors.		
	8. Build mechanisms for pricing and service-level agreement flexibility into the contract.		
	9. Assign privileges for write, modify or read-only to different		
	10. Categories of users and keep records.		
	11. System to keep a copy of all the different versions of a contract once it has been setup		
	12. There should be a record of the necessitating reason for change		
1.19	Reports		
	1. Quarterly implementation and progress report		
	2. Monthly/Quarterly/Annual contract performance implementation report		
	3. Terminated contracts report		
	4. Legal Validity of contract report		

v. TECHNICAL DEPARTMENT

	TECHNICAL MODULE
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	Requirements	Bidders Response	Reference page in Document
Summary	<p>i. The system must be able to register all existing users (clients), whose numbers keep growing</p>		
	<p>ii. Be able to integrate to both the TFP (Kentrade) and the e-citizen and any other system</p>		
	<p>iii. It should be accessible online from anywhere</p>		
	<p>iv. Services initiated by NBA, whereby the Client isn't required to submit an application e.g. NBA routine annual inspections of</p>		

	approved projects		
	v. Presently there are 30 manual services that need to be automated for clients to apply online		
	vi. Engaging Expert Reviewers and Regulatory Agencies to review GMO applications and give their comments/ reports online		
	vii. Permits and Approval documents be electronically generated		
	viii. ITC meeting agendas, minutes, etc be generated and accessed online by the members (ITC sub-module)		

	ix. GMO Applications Tracking		
	x. Be flexible enough to take up any emerging issues		
1.1	Reports		
	<ul style="list-style-type: none"> i. Analysis Reports – e.g. in terms of performance of border offices, days taken to approval, import/ export commodities by country analysis ii. Power Business Intelligence for any other report generation and analysis. 		
1.2	System Integration		
	<ul style="list-style-type: none"> • Intergrade these services with the E-citizen/KenTrade platform. 		

	<ul style="list-style-type: none"> • Integration of payment of these services to the bank through the applicable pay bill numbers and other different gateway payments. • Integration of these services on the Authority website. 		

vi) ICT Service Management

No.	Item	Requirement	Bidders Response	Reference page document
1.0		ICT Administration & Management; 1. Authentication/password management 2. Authorization 3. Workflows management 4. Roles management 5. Rights management 6. Audit trail 7. Backups on-site, off-site 8. Back-end 9. Help desk 10. ICT Asset Register		



1.1	Type	<ol style="list-style-type: none">1. The system should have the ability to streamline integration of ERP solution with existing systems2. The solution should be accessible via the internet, intranet as well as on mobile devices.3. It must be accessed through all browsers.4. Ability for the system to perform analysis and display in dashboards for use by the management5. Ability to access the system anywhere and everywhere.		
1.2	Robust Search capabilities	<ol style="list-style-type: none">1. The solution should possess a search feature that will enable users to quickly locate information whenever it is required.2. Users should be able to search for any content that is stored in the system by creating searches based on content properties/metadata.		
1.3	Alerts and notifications	The solution should be able to send emails and receive auto generated alerts/SMS to specific individuals whenever they need to be notified of an action.		
1.4	Maintaining an audit trail log	The solution should be able to maintain audit log reports that will help determine who has accessed the system, what the person has accessed and what actions the person has done. The administrators will be able to sort, filter, and analyse this data.		



1.5	System user administration	The solution should provide administrators with capabilities to define user roles and profiles in order to grant access privilege to only the authorized users. This is to ensure documents are handled with the highest security levels and that only the right have the right access level to the right information.		
1.6	Configuration Management	NBA expects that the vendor will provide industry standard practices in the development, implementation and management of the ERP solution.		
1.7	Email integration	Full email integration (Mail to Service Request) Have the Active directory integrated		
1.8	System and integration	<ul style="list-style-type: none">• The system should be able to run on multiple platforms• Active Directory and any other integration• Customized Monitoring Configurations• Integration with Oracle, Sybase MySQL or SQL• IIS/Apache web server integration• Support for (Windows / Unix / Linux / Mac)• Support for multiple server Client / Agent Platform (Windows / Linux / Mac)• Single sign-on• Import Users from CSV File (including a scheduled import)• Event log for different Databases and multiple server platforms		



1.9	Administration	<ul style="list-style-type: none">• Unlimited number of Administrators• Unlimited number of End users• Flexible User Administration –Role-based access control• Multi-Organization support		
1.10	Backup restore capabilities and Data Archiving	<ul style="list-style-type: none">• 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.		
1.11	Reporting capabilities	<ul style="list-style-type: none">• Provide for Ad-hoc and customizable reporting tool that allows users to define the kind of report they want through queries that mine data from different databases.• The bidder will also configure commonly/frequently requested reports as will be defined by NBA.• The system should be able to generate detailed reports about the system performance & metrics.• The tool should allow for exporting reports in various formats.• Allow for Basic and Advanced reporting.• The solution should be able to support generation of reports and get a quick glance of all the activities		
1.12		<ul style="list-style-type: none">• The system should allow for automatic allocation and reallocation of work, automatically send out alerts for any		



		<p>allocated or pending work on the staff in-tray etc. This should be supported by dynamic workflows.</p> <ul style="list-style-type: none">• Workflow management: Creation of different action codes (attributions) for different tasks with different automatic deadlines (e.g., today's date plus 14 days) by different officers as per their rights.• A workflow/process automation tool for disseminating/routing of activities/allocations		
1.13	Dynamic dashboards that show only what is relevant to each user	<ul style="list-style-type: none">• Each user should be able to access a personalized dashboard.• consolidate 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.		
1.14	Security	<p>Single Sign-On using active Directory Authentication</p> <ul style="list-style-type: none">• Login, password and user settings are limited to administrator role• Different confidentiality settings for groups and individuals• Different levels of confidentiality for different groups• Authentication of users against Active Directory• implement Secure Socket Layer (SSL)• Database level security• Encryption• The Bidder will get the system audited for detailed security penetration,		



		<ul style="list-style-type: none">• NBA through third party, will conduct Standardization Testing and Quality Certification,• ICTA, will also do the audit and submit its audit report,		
1.15	Help Desk	<ul style="list-style-type: none">• The system should have helpdesk system to allow users to raise tickets to seek assistance and the requester should get an alert once the issue has been addressed		
1.16	Profiles	<p>Dash board for different category of users:</p> <ul style="list-style-type: none">• Auditor view• legal view• Self-service/requisitions• Approvals workflows• Management reports• Reports and dashboards		
1.17	Employee Service portal	<p>This service should be accessible by all NBA employees for self service requests e.g. Leave, impress and petty cash requests, store requisition requests etc</p>		
1.18	Reports	<p>Reports and dashboards</p> <p>a) Users can use to create reports and statistics with ability to define data fields, graphic and layout format on dashboard.</p> <p>b) Create, run, share and download reports, charts and statistics (User, accounts, subscription, ageing reports, campaigns).</p> <p>c) Use suitable business intelligence (BI) tools for dashboards and reporting</p>		

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 TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - 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]

- 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 in conformity 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]*

Option 1, 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) as 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]

NATIONAL BIOSAFETY AUTHORITY

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	



	(<i>postal and physical addresses, email, and telephone number</i>) 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 (<i>postal and physical addresses, email, and telephone number</i>) 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.

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			

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



c) 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)

A. 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 qualification, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses,

in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

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, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

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

SELF-DECLARATION FORMS

FORM SD1

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

I,, of Post Office Box being a resident of

..... In the Republic of do hereby make a statement
as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of
..... (*Insert name of the Company*) who is a Bidder in respect of
Tender No. for..... (*Insert tender title/description*)
for (*Insert name of the Procuring entity*) and duly authorized and competent to
make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating
in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

Name

Title

Date


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

FORM SD2

**SELF DECLARATION THAT THE 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 herein above is true to the best of my knowledge, information and belief.

.....

(Title) (Signature) (Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, (person) on behalf of (*Name of the*

Business/

Company/ Firm)..... declare that I have read and fully

Understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal 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

.....Email.....

..

Name of the

Firm/Company.....

Date.....

.....



(Company Seal/ Rubber Stamp where applicable)

Witness Name

.....

Sign.....

Date.....

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose


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

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


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 below highlight Kenya's policy of no tolerance for such practices and behavior:


- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;

-
- 
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) Shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - vii) If a person contravenes 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 awarding officer. Etc.

Incompliance 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:
- 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
 - Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the 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 the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award of a contract if PPR A 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 debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and 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 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.

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

²Inspections 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 thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information

..... [insert date]

PRICE SCHEDULE FORMS

Notes to Tenderers on working with the Price Schedules

1.1 General

The Price Schedules are divided into separate Schedules as follows:

- a) Grand Summary Cost Table
- b) Recurrent Cost Summary Table
- c) Country of Origin Code Table

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


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

2. Pricing

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

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

2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single



error in specifying a unit price cant herefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.

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

1. Grand Summary Cost Table

No		[insert: Kenya shillings] Price	insert: Foreign Currency A] Price	[insert: Foreign Currency B] Price
1	Installation, Configuration, Customization of system and operations as per the provided scope and modules			
2	User Training			
3	Annual maintenance and support after commissioning of the systems			
5	Grand Totals (to Tender Submission Form)			

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

2. Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Line Item No	Subsystem / Item	Recurrent Cost Sub-Table No.	[insert: Kenya shilling] Price	insert: Foreign Currency A] Price	insert: Foreign Currency B] Price
	Support and Maintenance of Enterprise Resource Planning System, MS Dynamic 365 BC and other Integrated Systems				
	Subtotals (to Grand Summary Table)				

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Sub system or line item in this summary table.

Name of Tenderer:



Date

Authorized Signature of Tenderer: _____



3. Country of Origin Code Table

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



QUALIFICATION FORMS

FOREIGN TENDERERS 40% RULE

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



ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
Local Labor				
Sub contracts from Local sources				
Local materials				
Use of Local Plant and Equipment				
Add any other items				
TOTAL COST LOCAL CONTENT			XXXXXXXXXXXX	
PERCENTAGE OF CONTRACT PRICE			XXXXXXXXXXXXXXXXXXXX	

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 <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> 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. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15.

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 agency of the Procuring Entity

2. Included are the organizational chart and a list of Board of Directors

1. FORM OF CONTRACT

[Form head paper of the Procuring Entity]

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.

IN WITNESS WHERE 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]*

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 on or before that date.

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]


TENDER GUARANTEE No.: _____

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

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

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal’s Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) Having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or
 - c) (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.

FORM OF TENDER-SECURING DECLARATION

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

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

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

To:*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.


Signed:.....

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

.....

Name:..... Duly

authorized to sign the bid for and on behalf of:*[insert complete name of*



Tenderer] Dated on.....day of.....[Insert date of signing]

Seal or stamp



PART 3: CONTRACT



CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT


SECTION VI - GENERAL CONDITIONS OF CONTRACT

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-Clause 8.2 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.

- a) Procuring Entity” means the Procuring Entity or party who employs the Service Provider
- b) Foreign Currency” means any currency other than the currency of Kenya;
- c) GCC” means these General Conditions of Contract;
- d) Government” means the Government of Kenya;
- e) Local Currency” means Kenya shilling;
- f) 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;
- g) Party” means the Procuring Entity or the Service Provider, as the case maybe, and Parties” means both of them;
- h) 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;
- i) Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- j) Service Provider's Tender” means the completed Tendering Document submitted by the Service Provider to the Procuring Entity;
- k) SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

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- l) Specifications” means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
 - m) 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.
 - n) Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
 - o) Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.
 - p) Project Manager” shall be 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.
 - q) Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

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

1.3 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.

1.4 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**.

1.5 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.

1.6 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**.

1.7 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).

1.8 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.

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-Clause 3.8. In this case, 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
- c) 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.



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-Clauses 3.5 and 4;
- u) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.
- v) “Project Manager” shall be 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.

2.5.3 Extension of Time


Any period within 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

remuneration in connection with this Contractor to the Services, and the Service Provider shall not accept for their 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 be disqualified 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-Clause 7.2 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 C are 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-Clauses 2.4 and 6.3.


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 plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:
$$\frac{\text{corrected tender price} - \text{tender price}}{\text{tender price}} \times 100.$$

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 thirty (30) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider for each 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 factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

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




Ac, Bc and Cc are coefficients specified in the SCC, representing: Ac the non-adjustable portion; Bc the adjustable portion relative to labor costs and Cc 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 date and Loc is the index prevailing 28 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 Z_o/Z_n will be applied to the respective component factor of pn for the formula of the relevant currency. Z_o 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 Z_n 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-Clause 1.6 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-Clause 6.7.2

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

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- 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 28 days, 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 shall 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
- b) 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 be entitled to payment for such part of the claim as he has been able to substantiate.

8.1.9 If the Project Manager does not respond within the time framed 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 with Sub-Clause 8.2 [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 Contractor 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) Whether or not a certificate has been improperly withheld or is not in accordance 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 Dissatisfaction 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 may be 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.

9.1 The Adjudicator

9.1.1 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 _____
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Procuring Entity:</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>_____</p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Email address _____</p>



	<p style="text-align: center;">_____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity:</p> <p>For the Service Provider: _____</p> <p style="text-align: center;">_____</p>
2.1	<p>The date on which this Contract shall come into effect is _____.</p>
2.2.2	<p>The Starting Date for the commencement of Services is _____.</p>
2.3	<p>The Intended Completion Date is _____.</p>
2.4.1	<p>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.</p>
3.2.3	<p>Activities prohibited after termination of this Contract are:</p> <p>_____</p> <p>_____</p>
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle</p> <p>(ii) Third Party liability _____</p> <p>(iii) Procuring Entity’s liability and workers’ compensation _____</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(iv) Professional liability (v) Loss or damage to equipment and property
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 _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
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: _____ 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>price and be completed when the progress payments have reached 75%.</p> <ul style="list-style-type: none"> The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment. The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p>A_L is _____</p> <p>B_L is _____</p> <p>C_L is _____</p> <p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p>A_F is _____</p> <p>B_F is _____</p> <p>C_F is _____</p> <p>L_{mc} and L_{oc} are the index for Labor from _____</p> <p>I_{mc} and I_{oc} are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the</p>



	Procuring Entity are as follows: _____ The Defects Liability Period is _____.
9.1	The designated Appointing Authority for a new Adjudicator is _____
9.2	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work? The following reimbursable expenses are recognized: _____

c. **APPENDICES**

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:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

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

Appendix D - Services and Facilities Provided by the Procuring Entity

Number	Amendments of, and Supplements to, Clauses in the General
of GC	Conditions of Contract
Clause	
8.4.1	The rules of procedure for arbitration proceedings <i>with a foreign</i>
	<i>Consultant Provider</i>
	shall be as follows:
	<i>[For contracts entered into with foreign sellers, International</i>
	<i>commercial arbitration may have practical advantages over other</i>
	<i>dispute settlement methods].</i>
	<i>(i) If the Procuring Entity chooses the UNCITRAL Arbitration Rules,</i>
	<i>the following sample clause should be inserted:</i>
	Any dispute, controversy or claim arising out of or relating to this Contract,
	OR breach, termination or invalidity thereof, shall be settled by
	arbitration in accordance with the UNCITRAL Arbitration Rules as at
	present in force.
	<i>(ii) If the Procuring Entity chooses the Rules of ICC, the following</i>
	<i>sample clause should be inserted:</i>
All disputes arising in connection with the present Contract shall be	
finally settled under the Rules of Conciliation and Arbitration of <i>the</i>	
<i>International Chamber of Commerce</i> by one or more arbitrators	
appointed in accordance with said Rules.	



<p><i>(iii) If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p>
<p>Any dispute, controversy or claim arising out of or in connection with</p>
<p>this Contract, or the breach termination or invalidity thereof, shall be</p>
<p>settled by arbitration in accordance with the Rules of the Arbitration</p>
<p>Institute of the Stockholm Chamber of Commerce.</p>
<p><i>(iv) If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p>
<p>Any dispute arising out of or in connection with this Contract, including</p>
<p>any question regarding its existence, validity or termination shall be</p>
<p>referred to and finally resolved by arbitration under the Rules of the</p>
<p>London Court of International Arbitration, which rules are deemed to</p>
<p>be incorporated by reference to this clause.</p>

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 furnish
additional information on beneficial ownership: *delete the* _____ *[insert date of notification of award] to*
options that are not applicable] _____ *[select one option as applicable and*



D) 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)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

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 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]”

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]