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**TENDER FOR SUPPLY, CUSTOMIZATION, TRAINING,  
TESTING, SUPPORT AND MAINTENANCE OF AN  
INTEGRATED ENTERPRISE RESOURCE PLANNING  
(ERP) SYSTEM.**

**KUCCPS/ONT/10/2024- 2025**

**CLOSING DATE: 4<sup>TH</sup> APRIL, 2025**

**CLOSING TIME: 10.00 A.M**

**ISSUED ON: 21<sup>ST</sup> MARCH, 2025**

**ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT  
IN ITS ENTIRETY BEFORE MAKING ANY BID.**

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## INVITATION TO TENDER

PROCURING ENTITY: **KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICE.**

CONTRACT NAME AND DESCRIPTION: **TENDER FOR SUPPLY, CUSTOMIZATION, TRAINING, TESTING, SUPPORT AND MAINTENANCE OF AN INTERGRATED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.**

1. The Kenya Universities and Colleges Central Placement Service (KUCCPS) invites sealed tender for the Supply, Customization, Training, Testing, Support and Maintenance of an Integrated Enterprise Resource Planning (ERP) System.
2. Tendering will be conducted under open National tender competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Tendering is open to all Eligible Bidders
4. Tenderers will be allowed to tender for one or more lots (*In case tender is subject to Multiple contracts/lots*)
5. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8.00 a.m. to 4.30 p.m. at the address given below.
6. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of Ksh.1,000 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website [www.kuccps.net](http://www.kuccps.net) Tender documents obtained electronically will be free of charge.
7. Tender documents may be viewed and downloaded for free from the website [www.kuccps.net](http://www.kuccps.net) Tenderers who download the tender document must forward their particulars immediately to [supplies@kuccps.ac.ke](mailto:supplies@kuccps.ac.ke) to facilitate any further clarification or addendum.
8. All Tenders must be accompanied by a **tender securing declaration.**
9. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
10. Completed tenders must be delivered to the address below on or before **10.00 A.M. on Friday, 4<sup>th</sup> April, 2025.** Electronic Tenders will not be permitted.
11. Tenders will be opened immediately after the deadline date and time specified above or any dead line 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.
12. Late tenders will be rejected.
13. The addresses referred to above are:
  - a) Address for obtaining further information and for purchasing tender documents: Kenya Universities and Colleges Central Placement Services  
ACK Garden House, 1st Ngong Avenue, Community- Nairobi- 3rd Floor  
105166-00101, Nairobi  
Manager, Supply Chain Management, 0205137400, [supplies@kuccps.ac.ke](mailto:supplies@kuccps.ac.ke)
  - b) Address for Submission of Tenders. Chief Executive Officer,  
Kenya Universities and Colleges Central Placement Services,  
105166-00101, Nairobi  
ACK Garden House, 1st Ngong Avenue, Community- Nairobi 3rd floor
  - c) Address for Opening of Tenders.  
Kenya Universities and Colleges Central Placement Service  
ACK Garden House, 1st Ngong Avenue, Community- Nairobi- 3rd Floor

Chief Executive Officer,

**Kenya Universities and Colleges Central Placement Service.**

**PART 1 - TENDERING PROCEDURES**

## **SECTION I: INSTRUCTIONS TO TENDERERS**

### **A. General Provisions**

#### **1. Scope of Tender**

- 1.1. The Procuring Entity as defined in the TDS invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.
- 1.2. Throughout this tendering document:
  - a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
  - b) if the context so requires, “singular” means “plural” and vice versa;
  - 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 official public holidays.

#### **2. Fraud and Corruption**

- 2.1. 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.
- 2.2. The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3. 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 Data Sheet and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

#### **3. Eligible Tenderers**

- 3.1. A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, 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 letter of intent. Public employees and their close relatives (spouses, children, brothers, sisters and uncles and aunts) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the 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. The maximum number of JV members shall be specified in the TDS.

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

- 3.3. 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 - representative or ownership 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 design or technical specifications of the goods that are the subject of the Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 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 has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or 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 Tendering process and execution of the Contract.
- 3.4. A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 3.5. A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 3.6. A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. 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.
- 3.7. A Tenderer that has been debarred by the PPRA 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 PPRA's website [www.ppra.go.ke](http://www.ppra.go.ke)
- 3.8. Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in

the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.

- 3.9. Tenderers may be ineligible if their countries of origin (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 for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10. Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 3.11. Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS
- 3.12. The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke).
- 3.13. A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4. Eligible Goods and Related Services**

- 4.1. All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2. For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 4.3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 4.4. A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
  - a) motor vehicles, plant and equipment which are assembled in Kenya;
  - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
  - c) Goods manufactured, mined, extracted or grown in Kenya.
- 4.5. 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.

#### **5. Sections of Tendering Document**

- 5.1. The tendering document consist 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 ITT8.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
  - ii) Section II - Tendering Data Sheet (TDS)
  - iii) Section III - Evaluation and Qualification Criteria
  - iv) Section IV - Tendering Forms
- PART 2: Supply Requirements
- v) Section V - Schedule of Requirements
- PART 3: Contract
- vi) Section VI - General Conditions of Contract (GCC)
  - vii) Section VII - Special Conditions of Contract (SCC)
  - viii) Section VIII- Contract Forms

- 5.2. The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 5.3. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 5.4. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

**6. Clarification of Tendering Document**

- 6.1. 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 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
- 6.2. The Procuring Entity shall specify in the TDS if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.3. 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.
- 6.4. Minutes 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 in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 6.5. The Procuring Entity shall also promptly publish anonymized (no names) Minutes 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-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.



## **7. Amendment of Tendering Document**

- 7.1. At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 7.2. Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender 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 7.1.
- 7.3. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

## **B. Preparation of Tenders**

### **8. Cost of Tendering**

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

### **9. Language of Tender**

- 9.1. The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in 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.

### **10. Documents Comprising the Tender**

- 10.1. The Tender shall comprise the following:
  - a) Form of Tender prepared in accordance with ITT11;
  - b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
  - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
  - d) Alternative Tender: if permissible, in accordance with ITT12;
  - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
  - f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
  - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
  - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
  - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
  - j) any other document required in the TDS.
- 10.2. In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 10.3. The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

### **11. Form of Tender and Price Schedules**

- 11.1. The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender

Documents submitted.

## **12. Alternative Tenders**

12.1. Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

## **13. Tender Prices and discounts**

13.1. The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3. The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4. The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5. Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.6. If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

13.7. The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

13.8. Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

a) For Goods manufactured in Kenya:

i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the TDS, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and

iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the TDS.

b) For Goods manufactured outside Kenya, to be imported:

i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified in the TDS;

ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the TDS;

- c) For Goods manufactured outside Kenya, already imported:
  - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
  - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
  - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TDS.
- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

#### **14. Currencies of Tender and Payment**

- 14.1. The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 14.2. The Tenderer shall quote in Kenya shillings. If allowed in the TDS, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 14.3. The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

#### **15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

- 15.1. To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 15.2. To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 15.3. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 15.4. The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the Procuring Entity.
- 15.5. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

#### **16. Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 16.1. To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 16.2. The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
  - a) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
  - b) that, if required in the TDS, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

### **17. Period of Validity of Tenders**

- 17.1. 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 (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 17.2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, 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, except as provided in ITT 17.3.
- 17.3. If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
  - a) in the case of fixed price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;
  - b) in the case of adjustable price contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

### **18. Tender Security**

- 18.1. 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.
- 18.2. A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 18.3. If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
  - a) cash;
  - b) a bank guarantee;
  - c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - d) a letter of credit; or
  - e) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 18.4. If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent

financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

- 18.5. If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 18.6. If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer 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.
- 18.7. 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.
- 18.8. The Tender Security may be forfeited or the Tender Securing Declaration executed:
  - a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer 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.
- 18.9. 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.
- 18.10. The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 18.11. A tenderer shall not issue a tender security to guarantee itself.

## **19. Format and Signing of Tender**

- 19.1. The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2. 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.
- 19.3. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

- 19.4. In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.
- 19.5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

### **C. Submission and Opening of Tenders**

#### **20. Sealing and Marking of Tenders**

- 20.1. 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 ITT 11; 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 ITT 12, 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.
- 20.2. The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
  - b) bear the name and address of the Tenderer; and
  - c) bear the name and Reference number of the Tender.
- 20.3. Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the TDS where such documents should be received.
  - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
  - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 20.4. 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.

#### **21. Deadline for Submission of Tenders**

- 21.1. 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.
- 21.2. The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, 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.

#### **22. Late Tenders**

- 22.1. The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. 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.

### **23. Withdrawal, Substitution, and Modification of Tenders**

- 23.1. 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 ITT19.3, (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 20 and 21 (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 22.
- 23.2. Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.
- 23.3. 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.

### **24. Tender Opening**

- 24.1. Except as in the cases specified in ITT 23, 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 who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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, if required; and any other details as the Procuring Entity may consider appropriate.
- 24.6. Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.
- 24.7. The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 24.8. 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;
- 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.

24.9. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer 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.

#### **D. Evaluation and Comparison of Tenders**

##### **25. Confidentiality**

- 25.1. Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2. Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 25.3. Notwithstanding ITT 25.2, 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.

##### **26. Clarification of Tenders**

26.1. To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer 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 30.

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

##### **27. Deviations, Reservations, and Omissions**

27.1. During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

##### **28. Determination of Responsiveness**

28.1. The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28.2. 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 Goods and Related 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 obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.3. The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.4. 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.

### **29. Non-conformities, Errors and Omissions**

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

29.2. Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission 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.

29.3. Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

### **30. Arithmetical Errors**

30.1. 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.

30.2. 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.

30.3. Tenderers shall be notified of any error detected in their bid during the notification of award.

### **31. Conversion to Single Currency**

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

### **32. Margin of Preference and Reservations**

32.1. A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

32.2. For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the

items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
  - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
  - c) Goods manufactured, mined, extracted or grown in Kenya.
- 32.3. A margin of preference shall not be allowed unless it is specified so in the TDS.
- 32.4. Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.
- 32.5. Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the TDS, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the TDS. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

### **33. Evaluation of Tenders**

- 33.1. 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 Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and
  - b) The lowest evaluated price.
- 33.2. Price evaluation will be done for Items or Lots (contracts), as specified in the TDS; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
  - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
  - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
  - d) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.
- 33.3. 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.
- 33.4. Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 33.5. The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
  - b) in the case of Goods manufactured outside Kenya, already imported or to be

imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

- 33.6. The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

#### **34. Comparison of Tenders**

- 34.1. The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

#### **35. Abnormally Low Tenders**

- 35.1. An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.
- 35.2. In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 35.3. After evaluation of the price analysis, 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.

#### **36. Abnormally High Tenders**

- 36.1. 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.
- 36.2. In case of an abnormally high tender 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:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 36.3. 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 relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **37. Post-Qualification of the Tenderer**

- 37.1. The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2. The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.
- 37.3. 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 qualifications to perform satisfactorily.

### **38. Lowest Evaluated Tender**

- 38.1. Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
  - a) most responsive to the Tender document; and
  - b) the lowest evaluated price.

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

- 39.1. 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 notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

## **E. Award of Contract**

### **40. Award Criteria**

- 40.1. The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

### **41. Procuring Entity's Right to Vary Quantities at Time of Award**

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

### **42. Notice of Intention to enter into a Contract**

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

the name and address of the Tenderer submitting the successful tender;

- a) the Contract price of the successful tender;
- b) 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;
- c) the expiry date of the Standstill Period; and
- d) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

### **43. Standstill Period**

- 43.1. The Contract shall not be signed earlier than the expiry of a Standstill Period of

14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

- 43.2. Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

#### **44. Debriefing by the Procuring Entity**

- 44.1. On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, 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.
- 44.2. Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **45. Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, 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.

#### **46. Signing of Contract**

- 46.1. Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2. Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3. The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **47. Performance Security**

- 47.1. Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2. Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.
- 47.3. Performance security shall not be required for a contract, if so specified in the TDS.

#### **48. Publication of Procurement Contract**

- 48.1. Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:
- a) name and address of the Procuring Entity;
  - b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) the name of the successful Tenderer, the final total contract price, the contract duration.

- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

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

- 49.1. The procedures for making a Procurement-related Complaint are as specified in the TDS.
- 49.2. 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 shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
<b>A. General</b>	
ITT 1.1	<p>The reference number of the Invitation for Tenders is: <b>KUCCPS/ONT/10/2024-2025</b></p> <p>The Procuring Entity is: <b>Kenya Universities and Colleges Central Placement Service.</b></p> <p>The name of the Contract is: <b>Tender For Supply, Customization, Training, Testing, Support And Maintenance Of An Integrated Enterprise Resource Planning (ERP) System.</b></p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is: <b>one</b></p>
ITT 1.2(a)	Electronic procurement system <b>shall not</b> be used in this Tender.
ITT 2.3	The Information made available on competing firms is as follows: N/A
	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: NA
	A list of debarred firms and individuals is available on the PPRA's website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>
ITT 3.11	Tenderers shall be required to be to be registered as appropriate.
<b>B. Contents of Tendering Document</b>	
ITT 6.1	(a) Address where to send enquiries is <a href="mailto:supplies@kuccps.ac.ke">supplies@kuccps.ac.ke</a> ,P.O. Box 105166-00101, to reach the Procuring Entity not later than 28/3/2025.
	(b) The Procuring Entity publish its response at the website <a href="http://www.kuccps.net">www.kuccps.net</a>
ITT 6.2	<b>(A) A PRE-TENDER CONFERENCE WILL <u>26/3/2025</u>.</b>
ITT 6.3	The questions to reach the Procuring Entity not later than 28/3/2015.
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the website <a href="http://www.kuccps.net">www.kuccps.net</a>
<b>C. Preparation of Tenders</b>	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: <b>Support documents listed under tendering forms and as required under section 3 Evaluation and Qualification Criteria.</b>
ITT 12.1	Alternative Tenders <b>shall not</b> be considered.

<b>ITT 13.5</b>	The prices quoted by the Tenderer <b>shall</b> be subject to adjustment during the performance of the Contract.
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<b>ITT Reference</b>	<b>Particulars Of Appendix To Instructions To Tenders</b>
<b>ITT 13.6</b>	Prices quoted for each lot (contract) shall correspond at least to <i>[insert figure]</i> percent of the items specified for each lot (contract). <b>N/A</b> Prices quoted for each item of a lot shall correspond at least to <i>[insert figure]</i> percent of the quantities specified for this item of a lot.
<b>ITT 13.8 (a) (i) and (iii)</b>	Place of final destination: ACK Garden House, 1 <sup>st</sup> Ngong' Avenue, Community- Nairobi
<b>ITT 13.8 (a) (iii)</b>	Final Destination (Project Site): ACK Garden House, 1 <sup>st</sup> Ngong' Avenue, Community- Nairobi
<b>ITT 13.8 (b) (i)</b>	Named place of destination, in Kenya is : ACK Garden House, 1 <sup>st</sup> Ngong' Avenue, Community- Nairobi
<b>ITT 13.8 (b) (ii)</b>	The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is: <b>ACK Garden House, 1<sup>st</sup> Ngong' Avenue, Community- Nairobi</b>
<b>13.8 (c) (iv)</b>	The place of final destination (Project Site) is: <b>ACK Garden House, 1st Ngong' Avenue, Community- Nairobi.</b>
<b>ITT 14.2</b>	Foreign currency requirements <b>not allowed.</b>
<b>ITT 15.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>NA</b>
<b>ITT 16.2 (a)</b>	Manufacturer's authorization is: As prescribed
<b>ITT 16.2 (b)</b>	After sales service is: As prescribed
<b>ITT 17.1</b>	The Tender validity period shall be <b>240 days.</b>
<b>ITT 17.3</b>	(a) The Number of days beyond the expiry of the initial tender validity period will be <b>30 days.</b>
<b>ITT 18.1</b>	A <i>Tender Security</i> <b>shall be</b> required. A Tender-Securing Declaration <b>shall not be</b> required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be: Ksh. 1,000,000.00
<b>ITT 19.1</b>	In addition to the original of the Tender, the number of copies is: <b>1</b>
<b>ITT 19.3</b>	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Letter of Authorization from the bidding firm where appropriate.</b>
	<b>D. Submission and Opening of Tenders</b>
<b>ITT 20.3</b>	A tender package or container that cannot fit in the tender box shall be received as follows: <b>Delivered to the procurement office.</b>



ITT 21.1	For <b>Tender submission purposes</b> only, the Procuring Entity's address is: <b>Chief Executive Officer,</b> Postal Address: <b>105166-00101</b> Physical Address: <b>ACK Garden House, 1<sup>st</sup> Ngong Avenue, Community-Nairobi.</b> Phone: <b>+254205137400</b> The deadline for Tender submission is: Date: <b>4<sup>th</sup> April, 2025.</b> Time: <b>10.00 a.m.</b>
ITT 24.1	The Tender opening shall take place at: Postal Address: <b>105166-00101,</b> Physical Address: <b>ACK Garden House, 1<sup>st</sup> Ngong' Avenue, Community-Nairobi.</b>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	Date: <b>4<sup>th</sup> April, 2025.</b> Time: <b>10.00 a.m.</b>
ITT 24.6	The number of representatives of the Procuring Entity to sign is <b>Chairperson, all members and secretary of the Tender Opening Committee.</b>
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: <b>Shall be as stated in the Public Procurement and Asset Disposal Act, 2015, and its attendant Regulations, 2020.</b>
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>Kenya Shillings</b> The source of exchange rate shall be: <b>Central Bank of Kenya</b> The date for the exchange rate shall be: <b>Date of opening of tender</b>
ITT 32.3	A margin of preference and/or reservation <i>shall not</i> apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations who shall be duly registered with NA
ITT 33.2	<b>Price evaluation will be done for</b> _____ (specify Items or Lots (contracts))
ITT 33.2 (d)	Additional evaluation factors are: <b>As specified in section III, Evaluation and Qualification Criteria.</b>
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <b>N/A</b>
<b>F. Award of Contract</b>	
ITT 41.1	The maximum percentage by which quantities may be increased is: <b>15%</b> The maximum percentage by which quantities may be decreased is: <b>15%</b>

<b>ITT 41.1</b>	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed <b>15%</b> and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
<b>ITT 47.3</b>	Performance security if so required shall be in the sum of: <b>10% of contract amount.</b>
<b>ITT 49.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>.</p> <p>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 email or fax), to:  For the attention: <i>[insert full name of person receiving complaints]</i>  Title/position: <i>[insert title/position]</i>  Procuring Entity: <i>[insert name of Procuring Entity]</i>  Email address: <i>[insert email address]</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the</p>

<b>ITT Reference</b>	<b>Particulars Of Appendix To Instructions To Tenders</b>
	<p>following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Tendering Documents; and</li> <li>2. The Procuring Entity’s decision to award the contract.</li> </ol>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provisions

- 1.1. Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
  - Value of single contract - Exchange rate prevailing on the date of the contract signature.
  - Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2. This section contains the criteria that the Placement Service shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those 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.

### 2. Evaluation of Tenders (ITT 33)

#### 2.1. Preliminary examination for Determination of Responsiveness

The Placement Service will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

**NB.** All prospective bidders MUST attend the pre-bid meeting to be held on **26<sup>TH</sup> MARCH, 2015** at KUCCPS offices, ACK Garden House, 1st Ngong' Avenue, Community, Nairobi 3<sup>rd</sup> floor starting 10:00 am

#### STAGE 1. PRELIMINARY EVALUATION CRITERIA

S/no.	Description of criteria	Complied YES/NO	Reference Number/R emarks
	<b>(Mandatory documents: Failure to which leads to automatic disqualification)</b>		
1	Serialized numbering of all the pages in the tender submission proposal from the 1st page to the last page		
2	Submit a tender security of <b>Kshs 1,000,000.00 (Kenya Shillings One Million Shillings Only)</b> valid for 210 Days from date of tender submission in form of a bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya. Tender security from an insurance company duly recognized by the Insurance Regulatory Authority and listed in the Public Procurement Regulatory Authority of Kenya (PPRA) website is also acceptable. The tender security shall be in the format provided in the tender document.		

3	Submit a signed declaration statement not to engage in corruption and fraudulent practice.		
4	Submit a signed declaration statement that your company is not debarred from participating in procurement proceedings.		
5	S submitted a copy of the company's certificate of incorporation/Registration / <i>CR12</i> Companies that have changed particulars <b>MUST</b> submit the original copy of the certificate of incorporation and a copy of the certificate of change of particulars.		
6	Submit the company's valid business permit.		
7	Submit a copy of your company's valid Tax Compliance Certificate.		
8	Submitted your company's manufacturer authorization the ERP.		
9	Provide Copies of Audited Accounts incorporating balance sheets (statements of financial position), profit and loss statements (statements of comprehensive income) and cash flow statements for any of the last three (3) consecutive years (2023, 2022, 2021) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued in accordance with ICPAK By-Law No. 38. Attach ICPAK Auditor Firm's Annual Practicing license and The Auditor practicing license.		
10	Fill each of the rows of the bidder's proposal/statements column of the bidders technical response document table of <b>the tender document</b> stating in detail how the proposed products meet KUCCPS specific requirements and submitted the filled form/document with your tender.		
11	Duly filled, signed, dated and stamped form of tender and Price schedule.		
12	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a		

	commissioner for oath. This requirement is not applicable to sole proprietorships.		
<b>13</b>	Provide Compliance certificate on data protection as both a data controller and data processor from the Office of The Data Protection Commissioner.		
<b>14</b>	A valid ICTA (Information Communication Technology Authority) Accreditation Certificate. Service Category: Systems and Application ICTA 7		
<b>15</b>	Must attach Certified ICTA Certification on Information Security (ICTA 1)		
<b>16</b>	Must have attended the pre-bid session and signed the attendance		

**AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.**

## STAGE 2 : TECHNICAL EVALUATION CRITERIA

No	Description	Marks
<b>1</b>	Provide proposed personnel and documentation including CVs and certificates (Minimum ten different persons)	<b>20 for all personnel</b>
	Project Manager (1 staff)	2
	Technical Consultant – Software Developer (at least 2 staff)	6
	Technical Consultant - Database Expert (at least 2 staff)	6
	Technical Consultant – Integration Expert (at least 2 staff)	2
	Information Security Consultant - (at least 1 staff)	2
	Finance, Supply Chain and Human Resource Consultants (2 staff)	2
<b>2</b>	Submit a detailed description of the <b>methodology and activity work plan</b> for performing the assignment,	<b>20</b>
<b>3</b>	Demonstrate at least five completed complex ERP projects and give reference details for each project	<b>15</b>
<b>4</b>	Demonstrate Five (5) Years of experience in ERP implementation and integration (Attach LPO & Contracts not More than five Years old).	<b>15</b>
<b>5</b>	Submit estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member	<b>10</b>
	TOTAL	<b>80</b>

**AT THIS STAGE, THE TENDERER’S ONLY BIDDERS WHO SCORE AT LEAST 60 MARKS OUT OF 80 WILL BE CONSIDERED RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.**

**STAGE 3 :GENERAL TECHNICAL SYSTEM REQUIREMENT CRITERIA.**

The Placement Service shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

**NB:**

The General Systems requirements does **NOT** supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g., "Yes," "No," "Will comply," etc.) are **NOT** sufficient to General Systems requirements, thus the bidder should attach support document and brochures.

SN	ERP OVERALL EXPECTATIONS	COMPLIANCE	DETAILED RESPONSE
1	The entire development <b>MUST</b> demonstrate security by design principles		
2	Web based & Menu Driven Navigation and Update Capabilities		
3	Reports, Custom Reporting and adhoc queries		
4	Highly Customizable to support core functions		
5	Multi-user environment		
6	Integrated alert system – Allow for user definable event-driven or periodic alerts		
7	System Platform –the system will be operated on a Local Area Network with Windows clients and server.		
8	Version : Latest ERP Version and release of Proposed System		
9	Central Depository and Distributed Access – Maintain a single information warehouse for use by all business applications. The system should allow access LAN (TCP/IP)		
10	Modular Architecture		
11	Scalable – should allow phased implementation of applications		

SN	ERP OVERALL EXPECTATIONS	COMPLIANCE	DETAILED RESPONSE
12	Open Data Architecture – Allow for export to / import from external data file format		
13	Simple and User-friendly Graphical User Interfaces		
14	User Aid – Allow users to access help messages without exiting the application screen		
15	Embedded user Help manuals and quick search		
16	Security and Audit – allow security rules to be specified for access to individual positions as well as organizational hierarchy.		
17	Multiple access responsibilities according to tasks users perform.		
18	Complete audit log of all application user and database user changes		
19	<p>Access Control</p> <p>-Audit trail for changes to the various attributes in the system. <b>MUST</b> include username, timestamp, what used to be in the field, and what currently is in the field.</p> <p>-Ability to create group user accounts and assign authorizations</p>		
20	Multi-user password control and Multi-Level Access rights Control		
21	ODBC Compliant Database		
22	Latest stable version / Release of Database compatible with proposed ERP		
23	Accessible from Multi-client environments - Capable of running on a WINDOWS/UNIX/LINUX Server OS & Windows 10/8/7, Linux client's environments		
24	Archival – able to roll back and roll forward the status of the system if any errors are encountered. Ability to automatically archive transactional data		



SN	ERP OVERALL EXPECTATIONS	COMPLIANCE	DETAILED RESPONSE
	to media-based archives based on administrator defined retention		
25	Replication set up capabilities for both system and database		
26	Genuine and licensed Database with required Client Access Licenses		
27	Integration to mailing and SMS systems for alerts		
28	Ability to integrate with other systems		
29	Reports should include queries, graphical templates and numerical reports.		
30	Default standard and customized reports.		
31	The application <b>MUST</b> have a reports generator/writer for creation of new reports.		
32	Application should include a query builder to facilitate the creation of user defined Sequence of Language (SQL) Queries.		
33	Ability to export reports in Excel, Pdf and other formats		
34	Web enabled modules that clients can access within LAN and over the Internet for specified application		
35	The web facility should allow authorized users log enquires, make requests and enquiries related to student/school/institution information, programme status, applications, placement, transfers, revocations, student statements etc.		
36	Automatic Log-off for web-based functionalities.		
37	The vendor should describe the implementation process/methodology and project plan.		
38	The vendor should prepare a conversion plan describing how the proposed system will transform all existing records (or older/current databases) into a suitable format.		

SN	ERP OVERALL EXPECTATIONS	COMPLIANCE	DETAILED RESPONSE
39	System Testing & User Acceptance Testing		
40	Backup and Recovery Strategy - The vendor is expected to develop a backup and recovery strategy during the implementation of the system, and which will also be applicable during system operation.		
41	System Access -Describe hardware, software, and telecommunications capabilities that would be needed to access the vendor's system. Describe any other means of access the vendor can provide for users.		
42	Operational Management - The vendor should prepare an operation plan for the proposed system. The vendor should describe standard operating procedures for the proposed system.		
43	Training: End User Level, Key User, Super User/ Administrator Level, developer and Managerial Overview		
44	Training Materials – Provided both in soft and hard copies		
45	System should have inbuilt Help Functionalities		
46	Full Documentation of the system in both electronic and hardcopies		
47	Implementation and customization documentations		
48	Ability to integrate the ERP with existing systems and databases		
49	The system MUST support Artificial Intelligence (AI) to enable provision of vast information, visualizations, searches and comparisons for potential applicants and any other interested party.		
50	The system must support Machine Learning (ML) algorithms to evaluate historical applications data		

SN	ERP OVERALL EXPECTATIONS	COMPLIANCE	DETAILED RESPONSE
51	Implement Natural Language Processing (NLP) to enable students to search for programmes and institutions using conversational queries		
52	The system MUST provide Business Intelligence (BI) tools to collect and analyze data using cookies and tracking scripts.		

**STAGE 4 : TECHNICAL PRESENTATION STAGE**

Bidders who are successful in the entire evaluation process will be invited to demonstrate these expectations as in the specific requirements SECTION V.

**Note:**

Due diligence will be carried out on at least four reference sites for the successful candidates at the technical evaluation phase, to confirm the authenticity of the sites referenced, proof of scope of work done in relation to this Tender, ERP version implemented in relation to this Tender, proof of completion of assignment, qualification of team at site and client satisfaction for work done in relation this Tender.

**NB**

Only bidders who successfully meet Preliminary Evaluation, General System requirements, and Technical Specifications of the ERP System and system demonstration and due diligence exercise, will proceed to the financial evaluation phase.

**STAGE 5 :PRICE EVALUATION**

**1.1.1. Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):**

The Placement Service shall determine whether the Tenders are substantially responsive to the

Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

[The Procuring Entity will highlight herein any particular requirements under the Contract which the Tenderer is required to specifically confirm or provide information to enable evaluation of Commercial Terms and Conditions of the Tender]

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply

The Financial Evaluation will involve the following steps:-

**a) Determination of evaluated price for each bid**

This will be done by:

- i) Checking for any arithmetic errors in the Tender;
- ii) Conversion of all prices to the same currency using a uniform exchange rate prevailing at the closing date of the Tender;
- iii) Application of any discount offered on the tender;

**b) Ranking of Tenders according to their evaluated prices**

Ranking will be done in ascending order from the least quoted to the highest quoted.

1.1.2. Evaluation Criteria (Other Factors) (ITT 33.6)

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

**a) Delivery schedule.**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

*[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]*

**b) Deviation in payment schedule. [insert one of the following]**

i) tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.

or

ii) The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].

- c) **Cost of major replacement components**, mandatory spare parts, and service. [*insert one of the followings*]

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

**or**

and

The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer

added to the Tender price, for evaluation purposes only.

**Or**

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of

operation

specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit

prices

indicated by the Tenderer but not exceeding ----% (present) of the cost of Goods [Normally not more than 10% or 15%.]

- d) **Availability in Kenya of spare parts and after sales services** for equipment offered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

- e) **Life Cycle Costs**

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

*[Note to Procuring Entity: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Tenders. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]*

- [Either amend the following text as required, or delete if life cycle cost is not applicable]*
- i) number of years for life cycle cost determination [insert the number of years of economic life of Goods];

- ii) the discount rate to be applied to determine the net present value of the life-cycle-cost is [insert the discount rate];
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: [insert methodology E.G. This should include factors that will be used for determination of life-cycle- cost such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc.];
- iv) and the following information is required from tenderers [insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc.].

**f) Performance and productivity of the equipment: [insert one of the followings]**

- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

*[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY % (percent) above the minimum ZZZ % (percent) efficiency; v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of BBB%. ]*

**or**

- ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

*[Insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for XXX years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for XXX years of operation at unit cost of AAA (specify currency and amount) per kwh, discounted to net present value at YYY percent.]*

**g) Specific additional criteria**

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific sustainable procurement technical requirements have been specified in Section VII- Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum

sustainable procurement technical requirements.]

#### **2.2.4. Multiple Contracts (ITT 33.4)**

Multiple contracts will be permitted in accordance with ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

#### **OPTION 1**

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

### **2. MARGIN OF PREFERENCE**

- 2.1. If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- 2.2. The margin of preference will be applied in accordance with, and subject to, the following provisions:
  - a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
  - b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
    - i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and  
(b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;
    - ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;
    - iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
  - c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.



- d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

### **3. Post-Qualification of Tenderers (ITT 37)**

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post- qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

#### **3.1. If the Tenderer is a manufacturer**

##### **a) Financial Capability**

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

[or equivalent].

- ii) Minimum average annual supply turnover of Kenya Shillings [insert amount, specify a figure about 2.5 times the total Tender price)] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last [insert number of years). In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

##### **b) Experience and Technical Capacity**

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be

documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

*[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.] Samples of Experience Requirements:*

- i) The Tenderer shall be manufacturing similar Goods for the last \_\_\_\_\_ (specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured).
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least \_\_\_\_\_ (Insert number) of contracts of similar Goods in the last \_\_\_\_\_ (specify number) each contract costing at least Kenya shillings \_\_\_\_\_ equivalent and involving a supply of at least percentage of required quantity (*usually the percentage is about 70-80%*) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.
- iii) **(Optional)** The installed capacity to manufacture \_\_\_\_\_ number of items (specify the relevant item number) shall not be less than \_\_\_\_\_ units per \_\_\_\_\_ (specify week or month).

**c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)**

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last \_\_\_\_\_ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

**3.2. If Tenderer is a Supplier:**

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings \_\_\_\_\_
- ii) Minimum \_\_\_\_\_ average \_\_\_\_\_ annual \_\_\_\_\_ supply \_\_\_\_\_ turnover \_\_\_\_\_ of Kenya Shillings \_\_\_\_\_ [insert amount] or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year] years, divided by [insert number of years] years.
- iii) Has satisfactorily and substantially completed at least \_\_\_\_\_ (specify number) contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings \_\_\_\_\_ equivalent.

**3.3. History of non-performing contracts:**

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a

result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last \_\_\_\_\_ (specify years). The required information shall be furnished as per form CON-2].

#### 3.4. Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

#### 3.5. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ (specify years). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## **SECTION IV - TENDERING FORMS**

Form of Tender Tenderer Information Form Tenderer JV Members Information Form Price

Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods

Manufactured outside Kenya, already imported Price Schedule: Goods

Manufactured in Kenya Price and Completion Schedule – Related Services Form of Tender

Security – Demand Guarantee Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer’s Authorization Form

## 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.*

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

submission] **Tender Name and**

**Identification:**.....[insert identification] **Alternative**

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

**To: Kenya Universities and Colleges Central Placement Service.**

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-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 ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:  
  
Total price is: [insert the total price of the Tender 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 are 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 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (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 ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- 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 Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

- (q) **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.
- (r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - d) 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 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]*

**\*:** In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

**\*\*:** Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.





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



**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

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

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

Name of Authorized signatory .....  
Sign.....

Position.....  
Office address..... Telephone.....  
E-mail.....  
Name of \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Firm/Company  
.....  
Date.....

*(Company Seal/ Rubber Stamp where applicable)*

Witness  
Name.....  
Sign.....  
Date.....

## **APPENDIX 1- FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

**1.1.** The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (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**

**1.2.** 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.

**1.3.** 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:

1. A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
  2. A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
  3. Without limiting the generality of the subsection (1) and (2), the person shall be: -
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable;
  4. The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 3.** An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
- a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating

- to the procurement or contract; and
- c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 1.4. 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.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) "obstructive practice" is:
    - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
    - c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- d) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- e) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
- f) 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<sup>2</sup>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
- g) 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.

## TENDERER INFORMATION FORM

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</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/Fax numbers: <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"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <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 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



## TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

### 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.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company \_\_\_\_\_

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

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% shares owned</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				

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

i) Are there any person/persons in **KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICE** who has/have an interest or relationship in this firm?

Yes/No.....

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender		
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	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) **Certification**

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

Full Name: \_\_\_\_\_

Title or Designation: \_\_\_\_\_

*(Signature)*

*(Date)*

## TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

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

1. Tenderer's Name: ..... *[Insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[Insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[Insert actual or intended country of registration]*
4. Tenderer's year of registration: ..... *[Insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[Insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information  
Name: *[Insert Authorized Representative's name]*  
Address: *[Insert Authorized Representative's Address]*  
Telephone: ..... *[Insert Authorized Representative's telephone/fax numbers]*  
Email Address: ..... *[Insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

- Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
- In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
- i) Legal and financial autonomy
  - ii) Operation under commercial law
  - iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
- A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14. Authority in accordance with ITT 4.14. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



**Price Schedule Forms**

*[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

**Price Schedule: Goods Manufactured Outside Kenya, already imported\***

(Group C Tenders, Goods already imported) Currencies in accordance with ITT 15										Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Tender Price (Include VAT and 0.03% procurement levy)	

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



*\* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the*

*local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity, the tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.] NB- it is brought to the attention of bidders the Public Procurement Capacity Building Levy Order, 2023*

**Price Schedule: Goods Manufactured in Kenya**

Kenya		(Group A and B Tenders) Currencies in accordance with ITT 15						Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price (Include VAT and 0.03% procurement levy)	

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

**NB- it is brought to the attention of bidders the Public Procurement Capacity Building Levy Order, 2023**

**Price and Completion Schedule - Related Services**

Currencies in accordance with ITT 15					Date: _____	
					ITT _____ No: _____	
					Alternative _____ No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
					Total Tender Price, (Include VAT and 0.03% procurement levy)	

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

***NB- it is brought to the attention of bidders the Public Procurement Capacity Building Levy Order, 2023***

**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 \_\_\_\_\_(herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein 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 (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) 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.

*[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



**MANUFACTURER’S AUTHORIZATION FORM**

*[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]*

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

ITT No.:.....*[insert number of*

*ITT process] Alternative No. [insert*

*identification No if this is a Tender for an alternative]*

To: ..... *[Insert complete name of*

*Procuring Entity] WHEREAS*

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[Insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[Insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[Insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **PART 2: SUPPLY REQUIREMENTS**

## Section V - Schedule of Requirements

### 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [ <i>to be provided by the tenderer</i> ]
1	2	3	4	5	6	7	8

2. **List of Related Services and Completion Schedule**

<b>Service No</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

<sup>1</sup>If applicable

## **SECTION V : SCHEDULE OF REQUIREMENTS**

### **PROVISION OF AN INTERGRATED ENTERPRISE RESOURCE PLANNING SYSTEM TO PLACEMENT, CAREER GUIDANCE, SUPPORT AND ADMINISTRATIVE FUNCTIONS OF KUCCPS.**

The Kenya Universities and Colleges Central Placement Service (KUCCPS) is a State Corporation that provides career guidance and selects students for admission to universities, national polytechnics, technical training institutes and other accredited higher learning institutions for Government of Kenya-sponsored programmes.

#### **1. BACKGROUND**

Kenya Universities and Colleges Central Placement Service wishes to invite tenders from qualified and committed firms to implement an Integrated ERP system according to the specifications described in this Tender. KUCCPS currently runs systems on different platforms and databases for our core as well as administrative functions. The winning Bidder will be engaged in a constructive negotiation on the scope and project timelines. The envisioned ERP will cover the below areas.

- i. Placement and Career Guidance Services
- ii. Financial Management
- iii. End Year Financial Reporting
- iv. Supply Chain Management & E-Procurement
- v. Human Resource, administration, E-recruitment & Payroll
- vi. Planning, Strategy, Monitoring and evaluation
- vii. Knowledge management
- viii. Internal Audit
- ix. Legal and Contract Management
- x. Intelligence and Analytics
- xi. ICT and System Administration
- xii. Integrations with M-Pesa, bank and any other stakeholders including E-Citizen, CRM, EDMS, online Port mobile application and 3<sup>rd</sup> Party Stakeholders (HELB, CUE, UFB etc.)

- xiii. Capability for High Availability set up for both application and database
- xiv. Database Tune-up and Load Balancing
- xv. Database Log Configuration (Audit Trail set-up)
- xvi. Customizing, optimizing, and adding relevant modules according to user requirements.
- xvii. Comprehensive Training and User Certification undertaking for developers and administrators
- xviii. Comprehensive System Design Documentation and continued hand over of source codes

The successful bidder should negotiate with the procuring entity and agree on a schedule where both parties **MUST** commit themselves to an agreed time frame. The project should be completed within fifteen (15) months after project contracting. Bidders are required to provide post implementation support and maintenance services for 2 years, renewable for a period of 1 years thereafter.

## **2. Objectives of the Assignment**

To enhance service delivery the Board desires to achieve the following objectives:

- i. Acquire licensed Enterprise Resource Planning System and a Database Management System that will address the automation of the entire Placement Service. It is envisaged that the ERP will be available to staff at Headquarters and staff at the various Regional Offices (Huduma Centers) through a user dashboard. Students, Institution Principals and other stakeholders will access part of the system through a web portal (Intranet and Internet based access). Mobile application users will also be able to interact with the system.
- ii. Enhance the ability to support management decision-making based upon access to accurate and timely placement, financial and administrative information and reports from the ERP system and Database System Business Intelligence reports.
- iii. Improve efficiency and minimize costs by providing flexible, integrated systems that eliminate the need for redundant data entry for effective operational control.
- iv. Facilitate corporate communication and sharing of information electronically across the organization to improve all aspects of customer service delivery.
- v. Ensure that KUCCPS users and IT administrators are suitably trained, certified, and equipped in the usage, support and maintenance of the ERP.
- vi. Ensure all processes and actions are tracked from user to user/department to department etc.

- vii. Enable attachment of documents through an Electronic Document Management System in all modules
- viii. Enable maker and checker actors for processes throughout all modules
- ix. Make the continuous changes and customizations based on the user requirements by either coding or modifying the program to achieve the desired results.
- x. Test the system by allowing users to work with the modified module/component in a test environment until it achieves the desired and agreeable results.
- xi. Integrate with existing systems and systems projected for implementation including but not limited to e-citizen, CRM, M-Pesa, Banks, EDMS, portals, access control systems.
- xii. Ensure adequate documentation of technical specifications, solution designs, process and data flow diagrams plus the Database Entity Relationship Diagrams
- xiii. Provide post implementation support services.

### **3. Scope of Implementation Work required**

The service provider will be required to review comprehensively all the functionalities of the current implementations, requirements document previously done and identified gaps. The provider will proceed to implement and customize re-engineered processes with an aim of improving the overall performance of the systems, code conversions as well as ensure a seamless and timely data migration from the existing systems and Portals to the ERP.

- a) Develop, deploy, customize, support and maintain an Enterprise Resource Planning and functionalities required.
- b) Provide and ensure maintenance of licensed ERP and related databases, software utilities and add-ons
- c) Integrate core Placement and Administrative modules and processes of the system
- d) Project Implementation Services
  - Requirements gathering, fit gap analysis and requirements documentation.
  - Design and development of various modules as per the agreed upon requirements.
  - User Acceptance Testing (UAT)
  - Integration with existing systems
  - Data Migration from current data formats
  - Live environment deployment and Post Go Live hand holding support.
  - System Documentation and User manuals preparation
- e) Training & Certification
  - Business User Training
  - Administrators & Super Users Training
- f) Post Implementation Services
  - Annual Technical Support (ATS) for Application Software and Users

- Additional Customization, add-ons setup and upgrade rollout
- Warranty for the ERP System and Database system supplied.



## **TECHNICAL SPECIFICATIONS OF THE ERP SYSTEM**

### **SUMMARIZED ERP REQUIREMENTS**

The envisioned ERP will cover the below areas.

- i. Placement and Career Guidance Services
- ii. Financial Management
- iii. End Year Financial Reporting
- iv. Supply Chain Management & E-Procurement
- v. Human Resource, administration & Payroll
- vi. Planning, Strategy, Monitoring and evaluation
- vii. Knowledge management
- viii. Internal Audit
- ix. Legal and Contract Management
- x. Intelligence and Analytics
- xi. ICT and System Administration
- xii. Integrations with M-Pesa, bank and any other stakeholders e-Citizen, CRM, EDMS, Portals, 3<sup>rd</sup> Party Stakeholders (HELB, CUE, UFB etc.)
- xiii. DB High Availability set up for both application and database (Hot Disaster Recovery)
- xiv. Database Tune-up and Load Balancing
- xv. Database Log Configuration (Audit Trail set-up)
- xvi. Customizing, optimizing, and adding relevant modules according to user requirements.
- xvii. Comprehensive Training and User Certification undertaking for developers and administrators
- xviii. Comprehensive System Design Documentation

### **KEY ERP FEATURES**

A comprehensive ERP business management solution with Web based features and supports Workflow with enhanced graphical user interface for simplicity and ease of use. KUCCPS looks at acquiring an integrated adaptable and scalable ERP solution that fully supports enterprise-wide processes and functionality.

## **Desired Key Features**

1. Intuitive graphical interface for a short learning curve
2. Network ready with multi-user password control
3. Web access with full functionality
4. Employee and member Self Service portal/page
5. Workflow and Alert Management
6. Email and SMS alerts Integration
7. Integrating with other systems e.g., e-Citizen, CRM, EDMS, M-Pesa & Service Portals
8. Process Workflow, Alerts, and embedded Document attachment
9. Business Intelligence & Analytics
10. High Availability and Fail Over
11. Efficient Audit Trail Management
12. System Load Balancing capability

## **FUNCTIONAL REQUIREMENTS BY MODULE**

Below is a list of Key minimum desired Modules and Features (Detailed requirements to be reviewed with respective business units):

### **1. PLACEMENT SERVICES AND CAREER GUIDANCE MODULE**

- Continuous registration and update of institutions including schools, TVET institutions, Universities, Colleges among others
- Continuous registration and update of all programmes courses offered for Placement purposes
- Continuous registration and update of capacities available in all institutions
- Self-registration of non-KCSE students as well as international students
- Self-registration of students,
- Update of results and registration data through secure channel and with ability to reconcile and report on data uploaded
- Ability to use unlimited criteria and perform calculations to carry out placement services.
- Perform complex and customized algorithm based on the placement criteria/application process
- Carry out trend analysis on placements, institutions, courses and performance

- Allow upload and download of templates
- Integrate to the portals available including students, schools and institutions
- Allow for generation of custom reports and documents including letters, reports etc.
- Integrate with finance for billing purposes
- Ability to load data for schools, institutions, students, universities, stakeholders for analytics
- Allow for simulation of placement processes at different revision levels
- Allow integration to premium rate SMS services
- Allow validation of student's qualifications against requirements for various programmes
- Allow payment options and verification of payments for services

## 2. FINANCIAL MANAGEMENT MODULE

- General Ledger and Chart of Accounts
- Accounts Payables
- Accounts Receivables
- Financial Dimension with Multi-Dimensional hierarchy
- Support departments as Cost centers
- Bank Management and Setup
- Bank Reconciliation
- Vendor Check Runs, ageing Analysis and Electronic Payments
- Budgeting with Revisions and Approvals
- Commitments (Vote Book management) & Commitment Budgeting
- Dynamic planning, budgeting, and forecasting
- Invoicing, Receipting and payment Vouchers management.
- Imprest Management Modules (Imprest Issuance and Surrender) with web application
- Petty Cash Management Modules (Petty Cash Issuance and Surrender)
- Expense Management, Business policies and Expense rules
- Workflow and Embedded Document Management and Journal Approvals

- Workflow for multi-level expense approvals
- Ability to attach and view expense receipts and Invoices.
- Integration with General Ledger and Accounts Payable
- Financial Reports
- Debt Management
- Performance Analytics

### **Fixed Assets Management**

- Track Fixed Asset movement
- Asset details
- Asset disposals
- Multiple Depreciation methods
- Integration to General Ledger & Procurement
- Contractual details of the asset, including lease, software agreements etc.
- Manage Fixed Assets financial transactions.
- Reports

## **3. SUPPLY CHAIN MANAGEMENT MODULE**

### **a) Requisitions and Purchase Management**

- Vendor Management & Vendor Records
- Web based Purchase Requisitions
- Vendor RFQ and Quotes
- Tender process Management
- Workflow for Requisition and Purchase Approvals
- Automated Purchase Orders
- Procurement Planning
- Automated Vendor notifications

- Automated 3-way matching of Purchase Orders, Invoice and Goods Receipt Note
- Vendor Statistics and Performance Management
- E-Procurement with Vendor Self-service Portal
- Statutory Reports (EACC, PPADA, etc.)

#### **b) Inventory Management**

- Item Master configuration with Attributes and SKUs
- Item Dimensions including Lot Number, Batch, Serial Number and Location control
- Min Max and Reorder Management
- Demand Consolidation
- Commodity classifications
- Inventory Costing including LIFO, FIFO, Standard Costing,
- Reorder levels for inventory items.
- Web based Requisitions & issues
- Reports

#### **c) Contract Management**

- Manage all procurement contracts lifecycle from including the request, author, negotiation, execution, compliance, and renewal.
- Capability to review all contract related milestones in a calendar and give automated alerts for important tasks.
- Give analysis of contracts awarded in any given period by vendor and type of goods or services.

### **4. HR MANAGEMENT AND PAYROLL MODULE**

#### **Administration**

- a) Employee Data Management
- b) Human Resource Management
- c) Web Based Leave Management
- d) Employee Self Service Portal
- e) Training Data Management
- f) Performance & Appraisal Management (Balanced Score Card Integration)

- g) Recruitments Process Management
- h) Transport requisition
- i) Integration with the recruitment portal
- j) Integrated Reporting

### **Payroll Module**

- a) Network ready with multi-user password control
- b) Intuitive graphical interface for a short learning curve
- c) User defined earnings and deductions.
- d) User defined PAYE, NSSF and NHIF rates
- e) Multiple Loans and Savings ledgers
- f) Optimized payroll posting with automatic payroll calculation.
- g) Entry of hours and/or days worked over flexible payment period.
- h) Intelligent carrying forward of payroll transactions.
- i) Lump sum tax calculation
- j) Monthly PAYE, NSSF and NHIF export files and listings
- k) P9A, P10, P10A Tax returns and other related docs
- l) Payroll with Pay slips, Sacco Deductions and Reports
- m) Multiple payroll summary, payment reports and Pay slip formats.
- n) Export reports to various text / spreadsheet formats
- o) Integration with Financial management System / GL Integration
- p) Integrated and Accessible Via Employee Self Service

### **Web Portals**

- a) Web based Enterprise Portal for Most Processes and Workflow
- b) Support for Employee Self Service
- c) E-recruitment portal

## **5. CONTRACT MANAGEMENT**

The ERP was identified to perform the following activities:

### **Contract Management**

With increasing number of contracts that the organization have with different vendors/suppliers, the organization has therefore been facing difficulties in maintaining and keeping truck of the contracts. The ERP will help in performing the following activities;

- a) Requisitioning of contracts by respective departments
- b) Capturing of the contract details
- c) Approval workflow of the contract
- d) Tracking of the performance contractor
- e) Tracking of the contract dates
- f) E-mail alerts on contracts due for renewal
- g) Tracking service level agreements, insurances, subscriptions, membership fees etc.

Planning, Strategy, Monitoring and evaluation

Knowledge management

Internal Audit

Legal and Contract Management

Intelligence and Analytics

ICT and System Administration

Integrations with M-Pesa, bank and any other stakeholders including E-Citizen, CRM, EDMS, online Portals, mobile application and 3<sup>rd</sup> Party Stakeholders (HELB, CUE, UFB etc.)

#### CHIEF EXECUTIVE OFFICE ERP SPECIFICATIONS

NO	GENERAL REQUIREMENT	BIDDER'S RESPONSE
•	<b>Calendar Management</b>	
	<p><b>Functional Requirements</b>  <b>Executive Calendar Management</b></p> <ul style="list-style-type: none"> <li>• <b>Personal and Shared Calendars:</b> The CEO should have a personal calendar, but the system should also support shared calendars with executive assistants and senior leadership.</li> <li>• <b>Multi-User Access:</b> The executive assistants or office staff should have access to the CEO's calendar with the ability to schedule and make changes, depending on access permissions.</li> <li>• <b>Delegation of Scheduling Tasks:</b> Allow the CEO to delegate the scheduling of certain meetings to assistants or managers, who can add events to the CEO's calendar with specified permissions (view/edit).</li> </ul> <p><b>Event &amp; Meeting Scheduling</b></p> <ul style="list-style-type: none"> <li>• <b>Create, Edit, and Delete Events:</b></li> </ul>	

NO	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>• Events should include details such as:</li> <li>• <b>Title</b> (e.g., meeting with board, strategic planning session)</li> <li>• <b>Description</b> (e.g., meeting agenda or key points)</li> <li>• <b>Date and Time</b></li> <li>• <b>Location</b> (physical or virtual)</li> <li>• <b>Attendees</b> (internal and external guests, with the ability to invite via email)</li> <li>• <b>Priority</b> (high, medium, low)</li> <li>• <b>Reminders</b> (timed notifications for upcoming events)</li> <li>• Recurring events support: Daily, weekly, monthly, yearly with custom recurrence patterns.</li> <li>• <b>Event Duration:</b> Ability to specify start and end times, with buffer time for breaks between meetings or travel.</li> </ul> <p><b>Event Confirmation and RSVP Tracking:</b></p> <ul style="list-style-type: none"> <li>• The system should allow external attendees (e.g., board members, business partners) to RSVP via email, and the CEO should see confirmations directly in the calendar interface.</li> <li>• The CEO's assistant should be notified when an attendee accepts or declines an invitation.</li> </ul> <p><b>Multiple Views and Customization</b></p> <ul style="list-style-type: none"> <li>• <b>Customizable Views:</b></li> <li>• Views should include Day, Week, Month, and Agenda formats.</li> <li>• <b>Personalization:</b> Allow for different view settings (e.g., display key meetings in bold, color-coding based on event type like meetings, calls, travel, etc.).</li> <li>• <b>Time Zone Support:</b> The calendar must support multiple time zones, useful for scheduling with international stakeholders.</li> <li>• <b>User-Defined Calendar Filters:</b> Users (including the CEO and assistants) should be able to filter and sort events by: <ol style="list-style-type: none"> <li>1. Event type (board meetings, investor meetings, strategy sessions)</li> <li>2. Attendees (team members, partners)</li> <li>3. High-priority or urgent meetings</li> <li>4. Location (virtual vs. physical meetings)</li> </ol> </li> </ul> <p><b>Integration with Communication and Collaboration Tools</b></p> <ul style="list-style-type: none"> <li>• <b>Email and Messaging Integration:</b></li> <li>• The calendar should be fully integrated with the CEO's email system (e.g., Outlook, Gmail) to automatically generate meeting invitations, track RSVP status and send reminders.</li> <li>• Integration with internal messaging platforms (e.g., Microsoft Teams, Slack) for notifications and direct links to meeting resources.</li> <li>• <b>Video Conferencing Integration:</b> Automatically generate and include video conferencing links (e.g.,</li> </ul>	



N O	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<p>Zoom, Microsoft Teams) for remote meetings. The system should create and send links when the event is created.</p> <ul style="list-style-type: none"> <li>• <b>Document and File Attachments:</b></li> <li>• The ability to attach files or links (e.g., agendas, reports, presentations) to events for easy reference during meetings. Assistants should be able to upload documents directly to calendar events.</li> </ul> <p><b>Conflict Management and Scheduling Assistance</b></p> <ul style="list-style-type: none"> <li>• <b>Conflict Detection and Resolution:</b></li> <li>• The system should notify the CEO or assistant if a scheduling conflict arises (e.g., overlapping meetings or double-booked resources).</li> <li>• The system should suggest alternative times or venues when conflicts are detected.</li> <li>• <b>Smart Scheduling:</b> The system should provide intelligent suggestions for meeting times based on the CEO's availability and other participants' calendars, factoring in priorities, travel time, and existing commitments.</li> </ul> <p><b>Task and Deadline Integration</b></p> <ul style="list-style-type: none"> <li>• <b>Task Management:</b> Integrate with task management systems to allow the CEO to view upcoming tasks and deadlines directly in the calendar. Tasks should be linked to specific calendar events or meetings.</li> <li>• <b>Project Milestones:</b> The CEO's calendar should integrate with project management tools, displaying key project milestones and deadlines relevant to ongoing initiatives.</li> </ul> <p><b>Time Blocking &amp; Focus Time</b></p> <ul style="list-style-type: none"> <li>• <b>Time Blocking:</b> The CEO should be able to "block" time for focused work, strategic thinking, or preparation for meetings. The system should help prioritize these blocks and ensure they remain free from interruptions.</li> <li>• <b>Preparation Reminders:</b> For critical meetings, the system should send preparation reminders (e.g., review of financial reports, project updates) based on the meeting agenda.</li> </ul> <p><b>Delegation and Task Assignment</b></p> <ul style="list-style-type: none"> <li>• <b>Delegation of Tasks and Events:</b> The CEO should be able to delegate certain tasks or meetings to trusted team members or assistants while keeping oversight.</li> <li>• <b>Task Assignment &amp; Monitoring:</b> The CEO can assign internal team members to specific meetings or deliverables, and track task progress through the calendar interface.</li> </ul> <p><b>Event Notifications and Reminders</b></p> <ul style="list-style-type: none"> <li>• <b>Customizable Notifications:</b> The CEO and their assistants should receive:</li> </ul>	

N O	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<p>5. Reminders before meetings (email, SMS, or in-app notifications)</p> <p>6. Notification when an attendee responds to an invitation</p> <p>7. Alerts for any schedule changes, cancellations, or updates.</p> <ul style="list-style-type: none"> <li>● <b>Pre-Meeting Alerts:</b> Send automated reminders before key meetings, ensuring preparation time and avoiding last-minute delays.</li> </ul> <p><b>Reporting and Analytics</b></p> <ul style="list-style-type: none"> <li>● <b>Meeting Analytics:</b> The system should track and report on the CEO's time allocation for different activities:</li> </ul> <p>8. Number of meetings per day/week/month</p> <p>9. Time spent on specific event types (strategic vs. operational meetings)</p> <p>10. Meeting effectiveness (e.g., average meeting duration, follow-up actions)</p> <p><b>Event and Meeting Reports:</b> The assistant or CEO should be able to generate reports on past meetings, scheduled events, and upcoming priorities.</p> <p><b>Security and Access Control</b></p> <ul style="list-style-type: none"> <li>● <b>Role-Based Access Control:</b></li> <li>● The CEO's calendar should have strict access control, allowing only authorized individuals (e.g., personal assistants, key executives) to modify or view certain events.</li> <li>● <b>Confidentiality:</b> Sensitive meetings (e.g., confidential board meetings, private investor meetings) should be marked as "private" and hidden from unauthorized users.</li> <li>● <b>Audit Trail:</b> The system should track all changes (edits, deletions, additions) to calendar events and maintain an audit trail for compliance purposes.</li> </ul> <p><b>Mobile and Cross-Platform Access</b></p> <ul style="list-style-type: none"> <li>● <b>Mobile App:</b> The CEO should have access to their calendar via a mobile app, with push notifications, calendar views, and the ability to schedule or change events on the go.</li> <li>● <b>Cross-Platform Synchronization:</b> The calendar should seamlessly sync across desktop, tablet, and mobile platforms, allowing real-time updates and consistency.</li> </ul> <p><b>Integration with External Calendars</b></p> <ul style="list-style-type: none"> <li>● <b>Third-Party Calendar Sync:</b> The ERP calendar should sync with external calendars (e.g., Google Calendar, Outlook) to provide a unified view of all the CEO's meetings and appointments.</li> <li>● <b>Guest Calendar Integration:</b> Invitations sent to external participants should automatically add the event to their personal calendar (Google, Outlook, etc.).</li> </ul>	

NO	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<p><b>Non-Functional Requirements</b></p> <p><b>Usability</b></p> <ul style="list-style-type: none"> <li>• <b>User Interface:</b> The calendar interface should be intuitive, sleek, and easy to navigate. Key features such as scheduling, reminders, and meeting details should be easily accessible.</li> <li>• <b>Efficiency:</b> The system should minimize the time spent managing calendar events through features like smart scheduling, task delegation, and conflict resolution.</li> </ul> <p><b>Performance</b></p> <ul style="list-style-type: none"> <li>• <b>Real-Time Syncing:</b> The calendar should update in real-time across devices and platforms, ensuring the CEO and assistants have access to the most current information at all times.</li> <li>• <b>Scalability:</b> The system should be able to handle an increasing number of meetings, attendees, and events as the company grows.</li> </ul> <p><b>Security</b></p> <ul style="list-style-type: none"> <li>• <b>Data Encryption:</b> All calendar data should be encrypted to ensure that sensitive meetings and communications are protected.</li> <li>• <b>User Permissions:</b> Define different access levels for assistants, executives, and other team members to ensure appropriate visibility and control.</li> </ul> <p><b>Availability</b></p> <ul style="list-style-type: none"> <li>• <b>High Availability:</b> The calendar system should be available at all times, with minimal downtime to avoid disruptions to scheduling.</li> </ul> <p><b>Integration</b></p> <ul style="list-style-type: none"> <li>• <b>ERP Modules:</b> The calendar system should be fully integrated with other modules such as HR (employee scheduling), project management (project milestones), CRM (client meetings), and communication tools (email and video conferencing).</li> <li>• <b>External Calendar Syncing:</b> Ensure compatibility with external calendar systems (Google Calendar, Microsoft Outlook, etc.).</li> </ul>	
•	<b>Approvals</b>	
	<ul style="list-style-type: none"> <li>• Provide for a maker checker workflow in all transactions.</li> <li>• Send initial alerts and notifications for any new requests pending approval.</li> <li>• Send alerts and notifications to users once requests have been approved.</li> </ul>	

N O	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>• Enable the PA of the CEO to classify requests for approval.</li> <li>• Enable users to provide remarks/ timelines in every request.</li> </ul>	
•	<b>Reports</b>	
	<ul style="list-style-type: none"> <li>• Number of events; attended and scheduled.</li> <li>• List of all events (attended / scheduled) by staff</li> <li>• List of all staff by events (attended / scheduled)</li> <li>• List of all pending and completed approvals.</li> <li>• List of all diarized items; both completed and scheduled.</li> </ul>	
•	<b>Workflow Automation</b>	
	<ul style="list-style-type: none"> <li>• Routing and Approval Workflow: Automated workflows for routing incoming correspondence to the appropriate departments or individuals for review, action, or response before reaching the CEO. This can include internal approval stages, notifications, and reminders.</li> <li>• Action Tracking: Ability to track the status of correspondence (e.g., "pending," "under review," "approved," "actioned") to ensure follow-ups are timely and no correspondence is overlooked.</li> <li>• Escalation Protocols: Automated escalation for urgent correspondence or time-sensitive matters, ensuring the CEO's team is alerted when immediate attention is required.</li> </ul>	
•	<b>Correspondence (Letter and Memo) Automation</b>	
	<ul style="list-style-type: none"> <li>• The ERP system should include a module that automatically retrieves and pre-populates information such as reference numbers, recipients, and dates when creating letters. This should reduce the time spent manually searching for this information and ensure consistency across documents.</li> </ul> <p><b>Functional Requirements</b></p> <p><b>Reference Number Management</b></p> <ul style="list-style-type: none"> <li>• Unique Reference Numbers: The system should automatically generate a unique reference number for each letter or document. <ul style="list-style-type: none"> <li>○ Format: KUCCPS - [Department Code]-[File Number] – Volume <i>e.g. KUCCPS/1/70/VOL.III</i></li> <li>○ The reference number should be stored in a database and associated with the corresponding letter.</li> </ul> </li> </ul>	

NO	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>○ The system should allow for manual input or editing of reference numbers if necessary.</li> <li>● Search and Retrieval: The system should allow users to search for reference numbers and retrieve any previously issued letter by its reference number.</li> </ul> <p><b>Recipient Management</b></p> <ul style="list-style-type: none"> <li>● Recipient Database: The system should maintain a database of recipients (internal or external contacts), which includes: <ul style="list-style-type: none"> <li>1. Recipient Name</li> <li>2. Title (Mr., Ms., Dr., etc.)</li> <li>3. Decorations (if any) e.g. EBS, OGW</li> <li>4. Department/Organization</li> <li>5. Contact Information (Email, Address, Phone, etc.)</li> <li>6. Position/Role (if applicable)</li> </ul> </li> <li>● Automatic Population: When creating a letter, the system should allow users to search for and select a recipient from the database. Upon selection, the system should automatically populate the recipient's details (name, title, position, organization) in the letter template.</li> <li>● Recipient History: The system should be able to track communication history with each recipient, such as the last letter sent, subject, and date.</li> </ul> <p><b>Date Management</b></p> <ul style="list-style-type: none"> <li>● Date Auto-Population: The system should automatically insert the current date as the letter's creation date. <ul style="list-style-type: none"> <li>○ Users should also have the option to manually override the date.</li> <li>○ Date formatting should be consistent ( dd/mm/yyyy or mm/dd/yyyy).</li> </ul> </li> <li>● Date of Last Communication: The system should retrieve the last communication date with the recipient, if applicable, for use in the letter body or for referencing the previous interaction.</li> </ul>	

NO	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<p><b>Letter Template Integration</b></p> <ul style="list-style-type: none"> <li>● Pre-defined Templates: The system should allow users to choose from pre-configured letter templates based on common letter types (e.g., formal, informal, inquiry, request, etc.).</li> <li>● Dynamic Data Insertion: The ERP should allow for placeholders in the templates (e.g., <i>[[recipient_name]]</i>, <i>[[date]]</i>, <i>[[reference_number]]</i>) that automatically pull data from the system. <ul style="list-style-type: none"> <li>○ When the letter is generated, the placeholders should be replaced with the correct data (e.g., recipient's name, the generated reference number, current date).</li> </ul> </li> <li>● Template Management: Users should have the ability to add, edit, and manage templates for different letter types. Custom placeholders should be supported.0.</li> </ul> <p><b>Workflow Automation</b></p> <ul style="list-style-type: none"> <li>● Letter Creation Workflow: <ul style="list-style-type: none"> <li>○ Select Letter Type: Choose the letter type (e.g., inquiry, request, report).</li> <li>○ Select Recipient: Search and select the recipient from the database.</li> <li>○ Automatic Population: The system populates recipient details, reference number, and date.</li> <li>○ Review and Edit: Users can review the pre-populated data, make changes, and customize the letter content.</li> <li>○ Finalize and Send: Once the letter is finalized, users can either print it or send it electronically via email (with automatic attachment generation).</li> </ul> </li> <li>● Document Tracking: The system should track each letter generated, including: <ul style="list-style-type: none"> <li>○ Date created</li> <li>○ Recipient name</li> </ul> </li> </ul>	

NO	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>○ Reference number</li> <li>○ Status (e.g., Sent, Pending, Draft)</li> <li>● Audit Trail: The system should maintain a log of all edits and changes made to the letters for compliance and traceability.</li> </ul> <p><b>Search and Reporting</b></p> <ul style="list-style-type: none"> <li>● Search Functionality: Users should be able to search for letters based on reference number, recipient, or date, enabling quick retrieval of past letters.</li> <li>● Reporting: The ERP system should allow users to generate reports on: <ul style="list-style-type: none"> <li>○ Letters sent in a specific date range.</li> <li>○ Letters sent to a particular recipient or group.</li> <li>○ Communication history by reference number or recipient.</li> </ul> </li> </ul> <p><b>Non-Functional Requirements</b></p> <p><b>Usability</b></p> <ul style="list-style-type: none"> <li>- User Interface: The interface should be intuitive and user-friendly, requiring minimal training. It should present information clearly and be easy to navigate.</li> <li>- Automation: Most actions should be automated to save time and reduce the potential for errors. This includes auto-population of reference numbers, recipients, and dates.</li> </ul> <p><b>Security</b></p> <ol style="list-style-type: none"> <li>1. Data Security: The system should ensure that recipient and letter data is stored securely, following best practices for encryption and access control.</li> <li>2. User Roles: Define user roles to control access to different features, such as creating letters, editing templates, and accessing reports.</li> </ol> <p><b>Performance</b></p>	

NO	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<p>Scalability: The system should be scalable to handle an increasing volume of letters, recipients, and templates as the organization grows.</p> <p>Response Time: The ERP should be able to generate letters and perform searches within a reasonable response time (e.g., under 5 seconds for searches).</p>	
•	<b>Document Management</b>	
	<ul style="list-style-type: none"> <li>• Centralized Document Repository: A secure, centralized digital archive for storing all incoming and outgoing correspondence, including letters, emails, memos, and reports.</li> <li>• Categorization and Tagging: Automatic or manual categorization of correspondences by type (e.g., inquiries, approvals, requests, reports) and tagging for easy retrieval.</li> <li>• Search Functionality: Advanced search options with full-text search, allowing users to quickly retrieve documents based on keywords, sender, subject, date, or custom tags.</li> <li>• Version Control: Automatic tracking of document revisions and updates to ensure the latest version is always accessible.</li> </ul>	
•	<b>Integration with communication channels</b>	
	<ul style="list-style-type: none"> <li>• Email Integration: Integration with the CEO's email system to automatically capture and store incoming email correspondence in the document management system. The system should be able to extract key details (sender, subject, date) and categorize the email for future action.</li> </ul>	
•	<b>Collaboration and approval</b>	
	<ul style="list-style-type: none"> <li>• Internal Collaboration Tools: Integrated tools for team members to annotate, comment, and collaborate on correspondences before they are presented to the CEO.</li> <li>• Signature and Approval Management: Digital signature capabilities and approval routing for correspondence that requires the CEO's attention or sign-off.</li> <li>• Notification and Alerts: Real-time notifications to alert the CEO or their office when a new correspondence requires attention, a deadline is approaching, or a response is needed.</li> </ul>	
•	<b>Access control &amp; security</b>	
	<ul style="list-style-type: none"> <li>• Role-Based Access: Granular access control to ensure only authorized personnel can view, modify, or act on sensitive or confidential correspondence.</li> </ul>	



NO	GENERAL REQUIREMENT	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>• Audit Trails: Complete audit logs tracking all interactions with correspondence (viewed, edited, shared) for transparency and accountability.</li> <li>• Data Encryption: Full encryption for both stored data and data in transit, ensuring the confidentiality and security of correspondence.</li> </ul>	
•	<b>Document retention &amp; compliance</b>	
	<ul style="list-style-type: none"> <li>• Retention Policy: Automated enforcement of retention policies to ensure that correspondence is archived or deleted according to legal or organizational guidelines.</li> <li>• Legal Compliance: The system should support compliance with relevant laws and ensure the proper handling of sensitive information.</li> <li>• Archiving and Backup: Secure archiving and automated backups to preserve correspondences for long-term retention and disaster recovery.</li> </ul>	
•	<b>Reporting and Analytics:</b>	
	<ul style="list-style-type: none"> <li>• Dashboard for Correspondence Overview: A centralized dashboard that provides the CEO or their office with a high-level overview of correspondence trends (volume, categories, response times) and any critical issues that need immediate attention.</li> <li>• Performance Metrics: Reporting features that allow the CEO's office to assess the efficiency of correspondence handling, such as average response time, pending items, and departmental processing performance.</li> <li>• Customized Reports: Ability to generate custom reports for specific correspondence categories or timelines to support decision-making and performance reviews.</li> </ul>	
•	<b>Mobile Access:</b>	
	<ul style="list-style-type: none"> <li>• Mobile-Friendly Interface: Access to the correspondence management system via mobile devices (smartphones/tablets) for the CEO or designated personnel to review, approve, or delegate actions while on the move.</li> <li>• Push Notifications: Real-time push notifications on mobile devices for urgent or high-priority correspondence requiring immediate action or attention.</li> </ul>	
•	<b>Integration with Existing Systems:</b>	
	<ul style="list-style-type: none"> <li>• ERP/CRM Integration: The ability to integrate with existing systems like ERP or CRM platforms to automatically link correspondences with related records (e.g., customer communications, vendor inquiries, contracts).</li> </ul>	

## CORPORATE COMMUNICATION DEPARTMENT ERP REQUIREMENTS

### 1. CUSTOMER RELATIONSHIP MANAGEMENT

NO	REQUIREMENTS	BIDDER'S RESPONSE
1.	<b>Client Card</b>	
	<ul style="list-style-type: none"> <li>• The system should be able to capture client details including: Bio data (name, location, KCSE Index number, gender, phone number, I.D number/Huduma number, centre number, date of birth, education level, occupation, etc.</li> <li>• Client type e.g., student, principal, institution, suppliers, among other stakeholders</li> <li>• Client issue</li> </ul>	
2.	<b>Ticket Management</b>	
	<ul style="list-style-type: none"> <li>• System should enable clients to raise issues.</li> <li>• Each ticket should have a unique tracking number for tracking all issues raised.</li> <li>• Send an SMS notification to the client (can be activated or deactivated).</li> <li>• Enable staff to raise a ticket on behalf of clients.</li> <li>• Enable clients to view summary of their issues/ enquiry i.e., the issue, time issue was raised, status (resolved, pending-with reasons).</li> <li>• Enable staff to view detailed reports of issues / enquiries raised e.g., workflow, issues / enquiries raised, client's details, time taken, and status with reasons.</li> <li>• Enable staff to search client's issues / enquiries using index number, school codes, mobile number, I.D number/Huduma number, email etc.</li> <li>• Once an issue has been resolved the system should send a notification to the client.</li> </ul>	
3.	<b>Workflow Management</b>	
	<ul style="list-style-type: none"> <li>• Enable a client to raise a ticket through various channels like email, social media platforms including Facebook, Twitter, YouTube, LinkedIn.</li> <li>• Assign tickets to selected staff for action through a predefined algorithm including round-robin.</li> <li>• Enable admin to create groups of staff to handle tickets from various platforms.</li> <li>• System should send notifications via email once an issue has been assigned to a staff.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Enable staff to update the status of existing tickets i.e. resolved, pending with reasons. It should enable creation of predefined status labels.</li> <li>• Enable automated and manual categorization of raised tickets.</li> <li>• Enable staff to assign existing tickets to other staff members.</li> <li>• Send reminder in case an issue raised has fallen due or overdue as per our Service charter and policies.</li> <li>• Enable users to upload documents of various formats to facilitate processing of an existing ticket for closure.</li> </ul>	
<b>4.</b>	<b>Social Media Integration</b>	
	<ul style="list-style-type: none"> <li>• Integrate the system with all KUCCPS social media platforms (Facebook, Twitter, Instagram, YouTube, LinkedIn etc.).</li> <li>• Ability to convert social media queries into tickets.</li> <li>• Enable staff respond to all social media queries directly from the system.</li> </ul>	
<b>5.</b>	<b>Email Integration</b>	
	<ul style="list-style-type: none"> <li>• Enable users to respond to emails from CRM</li> <li>• System be able to pull emails from a default email.</li> </ul>	
<b>6.</b>	<b>Call Center Management</b>	
	<ul style="list-style-type: none"> <li>• Should support IVR.</li> <li>• Enable staff to type in and save new client's bio data, issues / enquiries being raised and other details during the call session through the call center management system.</li> <li>• For existing clients, the system should enable staff to view the client's history through various modes like screen pop-ups.</li> <li>• Ability to make, receive and end calls in the system.</li> <li>• The system should support vendor neutral call management systems.</li> </ul>	
<b>7.</b>	<b>Surveys</b>	
	<ul style="list-style-type: none"> <li>• The system should provide and assist in administering different customized surveys and analyze the data.</li> <li>• System to allow survey platforms to be integrated with the website.</li> </ul>	

<b>8.</b>	<b>Dashboard</b>	
	<ul style="list-style-type: none"> <li>• Provide a dashboard of a summary of the reports e.g., executive summary reports.</li> </ul>	
<b>9.</b>	<b>Chat</b>	
	<ul style="list-style-type: none"> <li>• Provide for a chat platform that can be embedded in the KUCCPS website to allow conversation with the clients from the system.</li> </ul>	
<b>10</b>	<b>Mobile Platform</b>	
	<ul style="list-style-type: none"> <li>• Provide for mobile platform access to the system.</li> </ul>	
<b>11</b>	<b>Calendar</b>	
	<ul style="list-style-type: none"> <li>• Provide a calendar for approved departmental and organizational events.</li> <li>• Notifications and alerts on upcoming activities/ events.</li> <li>• Ensure no overlapping events are scheduled.</li> </ul>	
<b>12</b>	<b>Career Book Sales Platform.</b>	
	<ul style="list-style-type: none"> <li>• Manage stocking and restocking of Career Books.</li> <li>• Enable clients to make payments for Career Book.</li> <li>• Enable staff to receipt Career Book payments and issue Career Book.</li> <li>• Send notification and receipt to client.</li> </ul>	
<b>13</b>	<b>Reports</b>	
	<ul style="list-style-type: none"> <li>• Pull out reports in terms of the stakeholders' needs.</li> <li>• Demographics that is gender, age, geographical location.</li> <li>• Insights on distribution of raised tickets per categorization.</li> <li>• Ticketing system reports e.g., due, overdue tickets</li> <li>• Pipeline view of customer service process (Report on the various stages of a process in a combined report)</li> <li>• Graphical reports</li> <li>• Performance reports</li> <li>• Career Book sales reports</li> </ul>	

**PLACEMENT PROCESSING AND CAREER GUIDANCE**

NO	REQUIREMENT	ITEM	SPECIFICATION	BIDDER'S RESPONSE
1	<b>Continuous registration/creation and update of Schools, Institutions and Staff accounts</b>	<b>Institution Portal</b>	Provide step by step creation of institution account using institutions details including but not limited to institution name, email, phone number, county, website, User details including but not limited to name, email, phone, designation, title, documented attachments including but not limited to charter/certificate/interim letter, approved programmes, payment voucher	
			The system should generate a registration certificate on successful registration with KUCCPS seal. (Template to be provided)	
			The system to send alerts through the emails, phone numbers to the institution on successful registration.	
			The institutions should be able to upload programmes and capacities through the institution's portal. The institution should be able to add the programmes Ability to enable online verification of programmes and capacities by regulators Share the validated programmes and	

			capacities with respective institutions before publishing through reports and the portal. Provide customizable placement reports Enable institutions returns and invoicing	
			Implement a dashboard with real-time analytics linked to the main student portal.	
		<b>Schools Portal</b>	The system to provide step by step creation of schools account using details already captured from examining body results including but not limited to center/school code, school name;	
			School account user details (name, email, phone, title, designation, TSC NO) and verify the information using students' details (index, year of KCSE, Name) already captured for that school code	
			Centre Application The system to allow schools submit student to download an excel template prefilled with examination information and populate it with students choices then upload into the system	
			The system to send alerts through the emails, phone number to the school on successful registration.	
			Placement results and	

			reports to be viewed/printed by school Online Career guidance form request by school.	
			The system to send alerts through the emails and phone number to students on successful registration.	
		<b>Staff portal</b>	Creation of staff account based on the Active Directory users.	
			The system to send alerts through the emails and phone number to staff on successful registration	
			Staff will offer support to Institutions, Schools and students. Assigned different access right depending to what to support: Support the Institution (Declaration of programmes and capacities, Add new programmes, Institutions returns) Support schools (School application, Placement results and report, any other support) Support students (Placements status, transfer status, WCP, Application status) Access to reports and dashboards for data summaries	
2	<b>Continuous registration of new programmes courses offered for Placement purposes</b>	<b>Registration of new programmes</b>	The system to allow creation of new programmes per institution using programme code, programme name, among others mapping them to their minimum requirements and	

			organize according to their clusters and sub clusters. This will be based on the cluster documents.	
			The system to provide for activation and deactivation of programmes by institutions during a specified period/window.	
			The system to be developed in a manner to support different cluster cohorts/regime	
			Provide customizable placement reports	
		<b>Alerts and notifications</b>	The system to send alerts through the emails and school portal to user on: 1. Successful programme creation. 2. Deactivation/Activation of a programme	
3	<b>Continuous registration and update of programme capacities available in all institutions</b>	<b>Programme Capacities</b>	The system to allow definition and update of all institution programme capacities during the specified time/window	
		<b>Alerts and notifications</b>	The system to send alerts through the emails and school portal to user on update of programme capacities	
		<b>Programme and Capacities Reports</b>	The system to enable generation of all institution programmes and capacities by the institution user. This to indicate active and deactivated programmes and their statistics. To include date and time generated.	



		<b>Logs</b>	The system to log all changes to the programme status and their capacities	
4	<b>General requirements</b>	<b>Reconciliation of data</b>	Ability to report on the successful uploads of data and provide errors and action points.	
			The system to ensure that no partial upload is captured for the related records.	
		<b>Report</b>	The system to allow vast and highly customizable reports on placement data	
		<b>Secure channel</b>	The system to ensure that all transactions are performed in a secure manner and logs are kept for reference	
		<b>Integration</b>	The system to allow for secure integration with the existing placement system for data exchange purposes	
		<b>Alerts and notifications</b>	The system to provide alerts on completion or failure of the upload to the user in the portal and as well as email	
5	<b>AI driven Information/search platform</b>	<b>Web platform/portal</b>	Utilize AI to for student information for search and comparisons of areas including but not limited programme requirements, institution location/coordinates, details of town/constituency/cou nty other nearby institutions, programme costs.	
			Portal/platform must record user interactions, including the total number of visits, unique visitors,	

			and session durations, providing insights into site engagement levels	
			Track the most visited pages, commonly searched programmes, and frequently accessed resources.	
			Track entry and exit points, common click paths, and areas where users drop off.	
		<b>Career system</b>	The system should provide AI driven career choice by information including but not limited to: <ul style="list-style-type: none"> <li>• Exam performance e.g. KCSE</li> <li>• Student likes and dislikes</li> <li>• Constituency and county of origin</li> <li>• Interests</li> <li>• Preferences in programme and location</li> </ul>	
		<b>Chat bot</b>	Deploy an AI-driven chatbot to provide instant responses to inquiries about available programmes, alternative programmes, institution locations, eligibility criteria, and deadlines	
			student search, like cluster points and map students to programmes they are likely to qualify for	
6	<b>BI driven analytics and reporting</b>	<b>Reports and dashboards</b>	Use BI tools to analyze student demographics, such as location, alongside device usage (mobile, desktop, or tablet).	
7	<b>Links, content and information material</b>	<b>About Institutions</b>	Provide links and information including	

			<p>but not limited to:-</p> <ul style="list-style-type: none"> <li>● Link to institution website</li> <li>● Location details - county, constituency, ward</li> <li>● Google Maps link</li> <li>● Nearest town/city</li> <li>● Distance from nearest town/city &amp; estimated commuting cost</li> <li>● Distance from Nairobi</li> <li>● Institution-specific admission requirements, if any</li> <li>● Facilities - libraries, labs, printer shops</li> <li>● Accommodation - institution provided or independent nearby hostels</li> <li>● PWD support - ramps, disabled parking, braille signs, etc.</li> <li>● Extra curricula-services offered - e.g., sports, clubs</li> <li>● Availability of Government funding</li> <li>● Chatbot</li> <li>● Rating &amp; review page -</li> <li>● Virtual Campus tour</li> </ul>	
		<b>Programmes</b>	<p>Provide links and information including but not limited to:-</p> <ul style="list-style-type: none"> <li>● Summary about programme</li> <li>● Programme duration &amp; cost</li> <li>● Careers that program can lead to</li> <li>● Institutions offering this programmes</li> <li>● Similar/alternative programmes</li> <li>● Career path</li> </ul>	
		<b>Regular Updates</b>	<p>Provide information on upcoming and ongoing processes including but not limited to:</p> <ul style="list-style-type: none"> <li>● New registered institutions</li> <li>● New programmes introduced to</li> </ul>	

			institutions • Upcoming processes e.g. KMTC applications, TTC applications • Events where KUCCPS will be hosted for support e.g. Shows, County support	
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## HUMAN RESOURCE & ADMINISTRATION DEPARTMENT ERP SPECIFICATIONS

### 1. HUMAN RESOURCES

REQUIREMENT	SPECIFICATION	COMMENT (**delete this column if unnecessary)	BIDDER'S RESPONSE
EMPLOYEE DATA	1. EMPLOYEE DATA		
	1. Ability to capture personal data such as:		
	1. Ability to capture personal data such as:		
	a. Name		
	b. Employee number (PF number)		
	c. National ID number/Passport number		
	d. Address: Postal address, Physical address, Email address		
	e. Phone number		
	f. Employment term details: Employment date, employment type etc.		
	g. Date of birth		
	h. Position		
	i. Marital status		
	j. Gender		
	k. NSSF, NHIF, PIN numbers		
	l. Directorate/Department / Region/Huduma Centre		
	m. Exit date		
	n. Photo		
	o. Tribe/Nationality		
	p. Disability status		
	2. Benefit entitlement details		
	3. Dependent data details		
	B. Employee number (Payroll number)		
	Next of kin details		
	End of probationary period alerts		

	Alerts for contract renewal and expiry 6 months before the contract ends		
	Alerts for end of probation and confirmation of appointment		
	Engagement status (internship, contract or permanent and pensionable)		
	Ability to issue alerts on retirement date (1 year in advance)		
	Beneficiaries details		

	Pension details		
	Banking details		
	Previous employment details		
	Qualifications, skills and trainings		
	Memberships to professional organizations		
	Ability to capture emergency contact details		
	Flexibility to define who can access what data in HR		
	Ability to capture transfers (station and period),and retain previous information		
	Reporting		
Reporting			
	Automatic generation of all reports based on gender, age, ethnicity, qualifications, disability, years of experience, job grades, directorate/department/region		
	Generate listing of employees with ability to filter based on captured data e.g. list by position		
<b>ORGANIZATION STRUCTURE AND JOB DESCRIPTIONS</b>	<b>ORGANIZATION STRUCTURE AND JOB DESCRIPTIONS</b>		
	Ability to define the organization structure in the system with job positions		
	Ability to maintain organizational structure if and when it changes without reference to the vendor		
	Ability to link the position to a staff record		
	Ability to define the staff grading structure in the system and assign grades to staff. Current staff grades range from KUCCPS 10 to KUCCPS 1		
	Maintain multiple employee address and contact details		
	Ability to attach any relevant document		
	Ability to generate notifications via email, distribution/work lists or online notifications. These notifications should be user-definable (such as Anniversaries, retirement dates, over-expenditure recoveries, among others) data items.		
	The system should be flexible enough for administrator to define new fields – move to setups		
Reporting	Reporting		
	Generate report on position and occupant(s)		
	Generate organizational structure from the system		
	Generate job descriptions per position		

SELECTION AND RECRUITMENT	SELECTION AND RECRUITMENT		
	Ability to incorporate recruitment plan, maintain information about historical vacancies and the organization's preferred recruitment media		
	Ability to track vacant positions based on the defined number of staff required for each position (staff establishment)		
	Ability to support positions and vacancies linked to the organization structure		
	Ability for applicants to check status of their application through an online portal		
	Ability to accommodate recruitment agencies – be specific		
	Ability to define and track closing dates of advertised positions		
	Ability to capture applicant data in the system such as qualifications and years of experience		
	Allow for on-line applications for vacant positions, online tracking /monitoring of applicants through each stage of the recruitment cycle.		
	Ability to automatically allocate unique applicant number for each applicant		
	Ability to automatically transfer applicants' details into employee details upon appointment without re-keying.		
	Ability to produce a short list from applicants data based on defined requirements for a vacant position such as minimum qualification and experience		
	Ability to create test and interview schedules. (Applicant event schedules)		
	Ability to record scores for interview tests and interview results with detailed comments.		
	Ability to provide a checklist and generate alerts if the necessary documents required from a successful candidate have not been received and entered in the system.		
	Ability to retain a database of previous job applications and CVs. This should be searchable by Job description and the date of the application. e.g. it should be possible to filter applications received for a certain position within the last six months		
	Ability to generate letters at the various stages of the recruitment cycle (such as interview letter, offer letter, regret letter among others)		

	Ability to capture notes from background checks		
	Ability to capture date of appointment for new hires and issue reminders to HR prior to reporting date		
	Ability to indicate the employment status of staff as either "On Probation", "Permanent" or "Temporary employment" Intern" etc.		
	The system should enforce that newly hired staff must go through probation before they are confirmed for permanent employment.		
	Ability to issue reminders to HR staff to prepare a probation report on elapsing of the six-month probation period		
	Where a recommendation is made to extend the probation period, the system should issue reminders on elapsing of a further six months.		
	Ability to enforce the requirement that no staff member should be on probation for more than a year and should either be confirmed or terminated		
	Ability to allow for conduct of background check before issuance of appointment letters		
	Ability to export online forms to a PDF, Excel, MS Word document for offline operation.		
	Ability to determine if applicant has worked for the company before		
	Ability to update the staff establishment once position is filled		
	Ability to incorporate or capture details in the KUCCPS Job Application Form		
	Reporting		
Reporting			
	Summary report on overall number of applicants a specific position (by age, gender, ethnicity, etc.)		
	Provide an online form for vacant position based on customizable to suit the Job specs		
	A shortlist of qualified candidates with their details		
	Reference checks details generated by the system		
LEAVE MANAGEMENT	LEAVE MANAGEMENT		
	Ability to define allowed leave days per year for each staff grade		
	Ability to define rules on maximum number of leave days that can be carried over to the next year		



	Ability for employees to define leave plans in the system and send to appropriate persons for approval		
	Ability for employees and management to view leave records		
	Ability to set up calendar with national holidays.		
	Automatic calculation/update of employee's leave accruals according to defined policies		
	System records the key planned and actuals for leave including start-end dates and entitlements and balances		
	Ability to provide a year-end roll-over calculation and process for leave plans and processes		
	Distinguish between holiday, vacation, and other non-work time and report on actual time or time off against planned, earned or allowed		
	Audit "patterns" of time-off, by individual (e.g., to track regulatory requirements regarding the number of consecutive days off taken over the course of a year)		
	Ability for authorized personnel to make adjustments when actual leave days taken are more or less than leave days applied for and approved		
	Ability to add additional leave days based on weekends that staff work		
	Ability to define and track allowed maternity, paternity and study leave		
	Ability to provide web-based[portal] leave applications and approvals		
	Integration with employee email system for updates on leave status		
	Direct integration of leave schedule with payroll system for automatic posting of leave allowance to employee salary for the end of calendar year (December)		
	Ability to capture all the leave schedule for all staff/departments and update it		
	Employee should be able to track the position of his/her leave applications online		
	Ability to track disciplinary compulsory leave i.e. Interdiction with half pay and suspension with no pay		
	Ability to process leave allowance twice for staff in hardship areas (if the staff proceeds for 15 days in June and December)		
	Automatic processing of leave allowance at the end of the calendar year (December)		
REPORTS			

	Report on leave balances by staff/department/region etc.		
	Provision of customizable/ad-hoc report facility		
	Report on leave taken by staff for a specific periodic and by leave type		
	Report on approved/rejected leave request		
	Delegation reports		
TRANSITIONS	TRANSITIONS		
	Ability to keep track of staff retirement dates and provide reminders to HR in advance and staff as well		
	Ability to compute terminal benefits due to staff		
	Ability to record deaths and provide follow up notifications to compute any dues and follow up on insurance		
	Ability to record staff transfers, secondments, promotions and demotions on the system and update job descriptions and training needs		
	Ability to capture notes from exit interviews		
	Ability to generate a standard letter for employees who leave the organization with details such as how long worked and provision to add comments.		
	Ability to generate certificate of service upon clearance from the Authority		
	Ability to generate a report on staff exits through death, retirement, resignation, termination, non-renewal of contract, retrenchment, etc.		
TRAINING AND DEVELOPMENT			
	Ability to input training needs by employees		
	Training needs should be generated from:		
	Output of the performance appraisal process. The performance appraisal module should provide for input of training requirements arising from the appraisal		
	Defined training needs for newly recruited, promoted or transferred staff		
	Ability to link training needs to training courses and programs		
	Ability to schedule trainings and indicate venue and participants		
	Ability to generate reminders to staff on trainings due		
	Ability for a trainee to capture feedback on the training through a standard feedback form immediately after the training		
	Ability to capture details of training carried out per employee		

	For each type of training, ability to provide for review of the effectiveness of the training by the supervisor three (3) months after training. On elapsing of this period, the system should send a notification to the supervisor and employee to provide a report on the impact of the training on work performance		
	Ability to capture and track training budget on the system and notify when budget is exceeded		
	Ability to provide an interface with Finance and Accounts Department for course billing and allocation		
	Ability to restrict modification of training data and feedback captured in the system		
	Ability to alert employees to submit a training evaluation/feedback report 2 weeks after training and capture report		
	Ability to capture and/or import training providers, instructors and courses (contacts, type, cost, duration among others)		
	Ability to generate training schedules including venues, cost and training		
	Ability to set up training schedules, associated budgets, monitoring and evaluation		
	Ability to capture training materials e.g. power point presentations, notes, certificates		
<b>Reporting</b>			
	Ability to generate training schedules including venues, cost and training durations		
	Ability to generate reports showing trainings carried out and staff who attended them		
	Ability to generate report on staff who have missed scheduled trainings		
	Ability to generate a report on actual training costs against budget and balances		
	Ability to generate report on cost of training per employee		
	Ability to generate a training needs assessment report		
	Ability to generate report on feedback of training as provided by trainees for various trainings attended		
	Ability to generate a report on effect/impact of training on individual employees as evaluated by the supervisor		
<b>PERFORMANCE EVALUATION</b>			
	Ability to capture set targets and performance plans for each staff member on the system		

	Ability for managers and employees to set, review and change goals online via automated workflow with online approval		
	Ability to describe key result areas when setting goals		
	Ability to have the goals and performance plans approved on the system by the relevant staff supervisor		
	Ability to capture the actual achievements of goals per quarter/year		
	Ability to conduct performance appraisals on the system and record the result of the appraisal. Scores are assigned by a supervisor against each goal. A percentage score is then computed based on a defined weighting scale for each category of goals for each employee		
	Ability to maintain historical information pertaining to an employee's performance including review dates and outcomes		
	Ability to maintain history of promotion and demotion data including effective date, amount of pay change, reason for promotion/demotion		
	Ability to define dates in the system when performance appraisals are due for each staff member. The system should issue reminders to staff when these dates are due.		
	Ability to restrict access to appraisal information to only relevant personnel.		
	Ability for staff fill a self-appraisal online		
	Ability to define multiple appraisal templates (e.g., pre-confirmation, quarterly, mid-year, end-year)		
	Ability to support multiple levels of appraisals where a line manager appraises and a different manager reviews the appraisal		
	Ability for supervisors to propose rewards and sanctions for excellent performance and poor performance respectively		
	Ability to provide for moderation of rewards and/or sanctions by a Management Committee and recommendation to the appropriate authority		
	Ability to capture training needs arising from the appraisal and link them to the training module to feed into the training needs assessment report		
	Ability to capture mitigating factors for non-performance		
	Ability to define managers and link employees to their relevant supervisors		

	To enforce discussions between line managers and staff on appraisal result, the system should have the ability for both the supervisor and staff to indicate on the system that the discussion has taken place		
	Ability to allow supervisor to reject targets set and the employee to receive back the targets for amendment		
	Ability to capture job factors and rate them online e.g., time management, quality of work, job knowledge, initiative etc.		
	Ability to compute individual scores online		
	Ability to capture employee's comments on the appraisal		
	Ability to accept an initiated review process from an aggrieved employee		
	Ability to generate letters and memos e.g., standard commendation/warning letter for excellent and poor performance respectively		
	Ability to issue reminders to staff and supervisors to set targets and do evaluation based on agreed timelines		
	Ability to send alerts to supervisors and employees to perform certain actions e.g., set targets, key in achievements, evaluate performance, etc.		
<b>REPORTING</b>			
	Report on staff appraised/ not appraised by designation, department, directorate, region, etc.		
	Report on status of the appraisal including whether goals have been set, self-assessment done, manager review done		
	Report on competences analysis of the employees		
	Periodic performance evaluation reports at end of review period		
	Report on training requirements listed by employees		
	Report on staff performance scores per grade, department or region		
	Report on rewards and sanctions proposed by supervisors		
	Report on factors for unsatisfactory performance and/or over-performance		
<b>INSURANCE</b>			
	Ability to issue notifications when policies are up for annual renewal		
	Ability to track payments for staff medical insurance and life insurance premiums and create recurring payment journals		

DISCIPLINE			
	Ability to record identification of offences committed by employees. The system should also capture the date of offenses		
	Ability to setup types of offences in the system with flexibility to add/remove		
	Ability to schedule disciplinary hearing meeting where applicable		
	Ability to generate invitation letter to the hearing meeting stating date, venue, time and a notification of right to be accompanied		
	Ability to capture employee's attendance during the hearing meeting and a note on whether he/she is accompanied		
	Ability to capture the employee's submissions during the hearing meeting		
	Ability to capture recommended disciplinary action by the Human Resource Advisory Committee (HRAC)		
	Ability to record approval of the recommended disciplinary action by the CEO		
	Where the employee appeals the decision, ability to capture the result of the appeal		
	Ability to generate report on disciplinary incidents per staff and actions taken		
	Capture the steps taken in the disciplinary process (e.g., verbal warnings, written warnings, show cause letters, investigations, etc.)		
	Capture the start and end (dates) of the disciplinary process		
	Ability to send alerts to the Disciplinary Committee before the expiry of the six (6) months duration for finalization of the disciplinary process		
	Ability to capture communication of right to appeal		
	Ability to capture constitution/appointment of the Human Resource Advisory Committee with terms of reference		
REPORTING			
	Report on disciplinary cases in a period (quarterly, yearly) with specification on whether minor, major or gross		
	Report on disciplinary penalties issued (warnings, surcharge, demotion, termination, etc.)		
	Report on disciplinary appeals and their outcomes		
	Report on any investigation carried out		

	Report on duration of resolution of disciplinary cases (within 6 months, beyond)		
<b>SUBSCRIPTION AND CONTINUOUS PROFESSIONAL DEVELOPMENT</b>			
	Ability to capture and track employee memberships to professional bodies (including classes/categories of membership)		
	Ability to generate payment journals for finance to pay when membership fees are due.		
	Ability to capture CPD points required by each professional body where applicable		
	Ability to capture CPD providers' details including contacts, workshops/seminars, venues, dates, costs etc.		
	Ability to capture details of employees sponsored for CPD workshops in a given period (by designation, profession, gender, department, etc.		
	Ability to attach documents e.g., certificates of attendance in each employee's portal		
<b>Reporting</b>			
	Report on all employees who are members of professional bodies by designation, department, gender, ethnicity including membership status (e.g., Full Member, Member, Affiliate, Graduate, Associate, Fellow, etc.)		
	Report on all professional bodies where KUCCPS employees subscribe to (include contact details)		
	Report on annual subscription paid to professional bodies (amounts paid) per period (quarterly, yearly)		
	Report on conferences and seminars attended by members of professional bodies and amounts paid per period		
<b>PENSION</b>			
	Ability to compute pension per employee in a monthly and yearly basis		
	Capture lump sum pension and gratuity of the employees		
	Capture all the Consultants for the pension scheme		
	Ability to capture changes in employment status (promotion, demotion)		
	Ability to capture a pensioner's withdrawal from the scheme		
	Ability to generate pension statutory reports		
<b>PAYROLL</b>	<b>PAYROLL</b>		
	Payroll Processing		

	Support integration with the HR module so that staff details e.g., Names are captured once		
	Ability to accumulate deductions according to deduction codes		
	Ability to accumulate earnings according to earning code		
	Produce all statutory reports required by Kenya's laws and regulations		
	Supports for automatic computation of Kenyan statutory deductions, insurance, mortgage relief and report generation		
	Manage a benevolent scheme- including production of members statement		
	The system should maintain data up to statutory period of (7 years) without downgrading the performance of the system		
	Ability to allow e-communications (email reports/statements/pay slips automatically from the application – interface to an email application)		
	Ability to support timed deductions, i.e., provide deductions for a specific period		
	Allows for unlimited number of loans in the system and support multiple loans per employee		
	Ability to limit the number of loans given to an employee		
	Ability to detect when an employee's earnings fall below the recommended one third and send alerts to the payroll administrator		
	Provide integration with the financial management system/General Ledger		
	Ability to pre-run the payroll before the final run and commitment		
	Ability to support various benefits such as car loan, mortgages		
	Ability to calculate lost days		
	Ability to administer involuntary deductions e.g., recovery of advances		
	Ability to automatically calculate employee and employer taxes		
	Ability to make adjustments after payroll run with audit trails		
	Ability to process part of payroll		
	Ability to distribute payroll processing throughout payroll period, e.g., processing static data at the beginning of period and making adjustments at period end		



	Ability to automatically detect and effect an employee's salary progression based on his/her appointment anniversary		
	Ability to generate a payroll bank payment file for electronic transfer of funds		
	Ability to compute annual leave allowance for each staff in December		
	Ability to process pension deductions through the payroll		
	Ability to specify deductions for a specific period and automatically stop the payment deductions when complete		
	Ability to specify and effect additional earnings such as acting/special duty and automatically stop them when the period lapses		
	Ability to integrate/link with the disciplinary module and enable automatic deductions associated with suspension or interdiction		
	Ability to view payslip messages - portal		
Reporting	Reporting		
	Ability to generate report of changes/variance from previous payroll		
	Ability to produce Pay slips and also reprint pay slips and reports from prior periods		
	Ability to report on earnings by gender for different salary bands		
	Ability to maintain audit logs of changes to employee records		
	Allow Customization of reports for ad hoc reporting		
	Provide standard payroll reports e.g., all deductions report, net deductions reports, summary of statutory reports		
	Ability to generate a monthly reconciliation report indicating the shift in the salary and reasons		
	Ability to generate exception reports for cases where the one third rule is not met		
GENERAL REPORTING	Ability to generate reports on staff costs per employee based on training costs, medical costs, insurance, subscriptions, payroll etc..		
	Ability to generate ad-hoc reports		
FLEET MANAGEMENT	FLEET MANAGEMENT		
	Provide platform to capture details of each of the vehicles as they appear in the vehicle logbooks.		
TRANSPORT REQUISITION MANAGEMENT	TRANSPORT REQUISITION MANAGEMENT		

	Ability to Allow Users to requisition for transport services online.		
	Ability to Capture relevant details of users like designation, Department/Directorate etc.		
	Ability to Capture relevant details of all the drivers		
	Capture all the details of the available vehicles including their location within the Authority.		
	The Module to allow Users to requisition for local transport two hours before departure time.		
	Module to allow users to requisition for transport outside the work station three days before departure.		
	The system to show the available vehicles/drivers for booking.		
	The system to show the drivers already assigned trips.		
	Restrict assigning of driver(s) who have already been assigned another trip during the period of application for allocation of trip.		
	Provide relevant periodic reports on the trips i.e., the driver, vehicle used, number of days of the trip, departure & return dates.		
	Give provisions for attaching the approved memo for trip & other relevant documents.		
	Provide daily, weekly, monthly, quarterly and other periodic reports on the requisition and allocation of trips.		
	Approvals to be done by immediate supervisor & assigning of vehicles/driver to be done by the Transport officer.		
	Provide update alerts on pending requisitions for approvals & assigning.		
	Narration of the trip itinerary.		
	Reports to show the number of days per driver and the dates of the trips.		
	Allow assigning of drivers for trips within the workstation.		
	Training to the users of the module on how the system works.		
<b>Fuel Management</b>			
	System to be aligned to the current use of the pre-paid fuel card system in the Placement Service		
	Capture fuel data like fuel card numbers, amount of funds deposited, amount of funds distributed to each card, opening balance, closing balances of fuel funds.		
	Allow inter-card transfers.		

	Ability to Allow distribution of fuel from main account to various cards.		
	Capture quantities of fuel drawn and respective unit prices.		
	Provide relevant reports on fuel drawn per vehicle, mileage at the time of fuel consumption & rate of consumption per vehicle i.e., Km/Litre, etc.		
	Compute the total fuel consumed per vehicle and amount spent.		
	Allow editing of specified fields by the user.		
	Give provisions for separate fuel accounts for each region and headquarters to allow monitoring of respective accounts.		
	Generate viewable and printable periodic reports.		
	System Architecture- Must allow users at the administration level to select and unselect fields and functions to be utilized system-wide as well as permit or restrict access to selected fields by the user profile. It should be user defined.		
Vehicle Maintenance			
	Capture details of all the Authority vehicles.		
	Categorize type of vehicle maintenance i.e., minor, major or other repairs.		
	Have a field to capture the specific repair works undertaken on each vehicle.		
	Show the maintenance history of vehicles.		
	Generate Maintenance schedule for each vehicle.		
	Enable users to establish the local service order (LSO) no. released for specific repairs.		
	Allow linking of the invoice and cheque number released for the respective repairs.		
	Provide analytical reports on the maintenance of vehicles i.e., periodic reports on vehicles repaired, dates of repairs, cost of repairs.		
	Ensure maintenance Reports are viewable and printable with KUCCPS letterheads.		
Motor Vehicle Insurance	Motor Vehicle Insurance		
	Allow capture of data on contracted insurance company, category of insurance (comprehensive private or commercial), and commencement & expiry dates of the insurance cover.		
	Archiving of data on the insurance of vehicles in each financial year.		
	Provide alerts through email/SMS on the pending expiry dates of the existing insurance.		

	Relevant viewable and printable Reports on vehicle insurance.		
Records Management			
	Ability to Maintain an up-to-date file movement record		
	Ability to manage an Inventory of all the files in the Placement Service		
	Ability to ensure proper classification of records as per the file index in place		
	Ability to maintain a trail on File movement, Tracking & Recalling from action officers/ users.		
	Ability to Allow authorized officers to make request of file opening for new projects/ subjects and allow for an online approval process		
	Ability to allow users to make requests on retrieval of files/ specific documents and provide reports on the same.		
	Ability to Compile all reports and organize by date, month, year on file movement.		
	Ability to search and retrieve files/records with ease		
	Ability to determine which records can be accessed either as read only or with amendment rights granting or revoking access rights]		
	Ability to Document and Auto archive all the reports for a set period of time		
	Provide alerts and reminders on archiving & disposal of specific records & registers as per the disposal schedules and guidelines provided.		
	Ability to Maintain up to date file movement reports		
	Ability to Ensure security of information in the system by controlled access i.e., only by permission or by authorized officers		
	Ensure proper classification of records & documents as per the file index.		
	Provide alerts through email on the files that are due for return and signing out. Officers are allowed to only use each file for a maximum of 3 days and can request for an extension subject to request renewal by the officer in- charge.		
	Ability to provide reports on access logs on confidential personnel files for security reasons		
	Ability to generate reports on all the processes		
Asset Management			

	Ability to Manage all Assets in the Placement Service; this include what has been procured/ new, worn out, broken, stolen, repaired, disposed and reports on the same for HQ and Huduma offices.		
	Ability for the module to interface with the Asset Register in place		
	The system should enable update of the assets register with a provision of the details fed in the system i.e., date, tag no., description, value, location, update done by.		
	The system should be able to carry out Tracking and identification of Asset location as per the tag numbers provided, their description and departments / location		
	Employees should be able to make requests and approvals through the system. Reminders & alerts should be prompt		
<b>Office Maintenance</b>			
	The system should be able to have an audit trail and provide reports on office maintenance, office equipment maintenance with details as date, place/type of asset maintained, description/type carried out, by who		
	Ability to make Requests for maintenance/ repair/ replacement of office Items and furniture and ability for alerts		
<b>Occupational Safety and Health</b>			
	Ability to maintain schedules for inspection, OSH audits and related statutory procedures		
	Ability to track repair and maintenance of firefighting equipment		
	Ability to track repair and maintenance of first aid kits		
	Ability to generate reports		
<b>Staff Welfare</b>			
	The system should allow the officer in charge to confirm at a click of a button whether store items requested are available or out of stock to enable him / her make decisions from the reports provided by the system		
	Ability to allow for receiving and Issue of Items and enable provision of reports by dates/ month/ year		
	Approval to issue items should also be through the system after the Officer in charge confirms and provides reports on the same		
	Ability to provide for Office cleaning reports-scheduled and unscheduled.		

	Ability to provide details of company responsible for the cleaning services, type of contract, start date and end date of contract, number of cleaners and details of cleaners responsible for the various sections in the building.		
	Tea provision reports should be easily generated for both HQ and Regions i.e., when store items are purchased and entries are made through the system. In and out of the stores, the officer in charge of welfare should be able to know the balances and also be able to have reports on the same		
	Ability to generate reports for decision making		
<b>Security Management</b>			
	Ability to Capture the steps and actions taken in the security management process		
	Ability to integrate with the biometrics access control system to provide reports of employees present on a particular day or the offices accessed at a particular time for decision making		
	Ability to interface with service level agreements and contract management		
	Ability to generate reports on security matters reported by authorized Officers for decision making		
	Ability to generate reports on security incidents reported and actions taken		
<b>Knowledge Management</b>			
	Integration of different databases (digital and non-digital libraries)		
	interface with intranet, groups and discussion networks linkages (news mediums)		
	Ability to classify knowledge		
	Ability to share knowledge		
	Ability to link to communication platforms such as intranet, email, etc.		
	Ability to integrate/link with training and development module and other relevant modules on the system		
	System Architecture- Must allow users at the administration level to select and unselect fields and functions to be utilized system- wide as well as permit or restrict access to selected fields by the user profile. It should be user defined.		
Maintenance of vehicles	Capture details of all the Authority vehicles.		

	Categorize type of vehicle maintenance i.e., minor, major or other repairs.		
	Have a field to capture the specific repair works undertaken on each vehicle.		
	Show the maintenance history of vehicles.		
	Generate Maintenance schedule for each vehicle.		
	Enable users to establish the local service order (LSO) no. released for specific repairs.		
	Allow linking of the invoice and cheque number released for the respective repairs.		
	Provide analytical reports on the maintenance of vehicles i.e., periodic reports on vehicles repaired, dates of repairs, cost of repairs.		
	Ensure maintenance Reports are viewable and printable with NACADA letterheads.		
Vehicle Insurance	Allow capture of data on contracted insurance company, category of insurance (comprehensive private or commercial), and commencement & expiry dates of the insurance cover.		
	Archiving of data on the insurance of vehicles in each financial year.		
	Provide alerts through email/SMS on the pending expiry dates of the existing insurance.		
	Relevant viewable and printable Reports on vehicle insurance.		

General Administration /Welfare	Management of all Assets in the Authority; this include what has been procured/ new, worn out, broken, stolen, repaired, disposed and reports on the same for Headquarters and Regional offices.		
	Tracking and identification of Assets location as per the tag numbers provided, their description and departments / location.		
	Employees should be able to make requests and approvals through the system. Reminders & alerts should be prompt.		
	The system should allow the officer in charge of Administration store to confirm at a click of a button whether items requested are available in the store or out of stock to enable him / her make decisions from the reports provided by the system.		
	Receiving and Issue of Items from administration store and provision of reports by dates/ month/ year.		
	Requests for maintenance/ repair/ replacement of Items and furniture.		
	Approvals should also be through the system after the Officer in charge confirms and provides reports on the same.		
	Tea/Water provision reports should be easily generated for both HQ and Regions i.e., when store items are purchased and entries are made through the system. In and out of the stores, the officer in charge of welfare should be able to know the balances and also be able to have reports on the same.		



Records Management	Maintaining an up-to-date file movement records/ report		
	Inventory of all the files in the Authority.		
	File movement, Tracking & Recalling from action officers/ users.		
	Allow authorized personnel make request of file opening for new projects/ subjects and allow approval process online		
	Allow users to make requests on retrieval of files/ specific documents and provide reports on the same.		
	Compile all reports and organize by date, month, year on file movement.		
	Document and auto archive all the reports		
	Provide alerts and reminders on archiving & disposal of specific records & registers as per the disposal schedules and guidelines provided.		
	Maintain up to date file movement reports.		
	Ensure security of information in the system by ensuring access is by permission or only authorized personnel.		
	Ensure proper classification of records & documents as per the file index.		

### **LEGAL DEPARTMENT ERP SPECIFICATIONS**

<b>Section</b>	<b>General requirements</b>	<b>Bidder's Response</b>
<b>Overview</b>	The Legal Services ERP system should streamline, automate, and enhance the efficiency of legal functions within the organization. It should ensure compliance, contract management, litigation tracking, board management, and overall legal risk mitigation. The system should integrate seamlessly with other corporate systems, including the existing e-Board system, and provide real-time analytics, document management, and workflow automation.	

<b>Litigation Management</b>	- Automated case tracking and management, including case status, court dates, and legal representatives.	
	- Alerts and notifications for deadlines and key milestones.	
	- Centralized database for court rulings, judgments, and litigation history.	
	- Capture and log cases where KUCCPS is a party.	
	- Digitally store case files and supporting evidence.	
	- Maintain a database of registered law firms.	
	- Enable internal case allocation and external counsel assignment.	
	- Automate case administration with real-time tracking.	
	- Provide alerts and notifications for case progress, court attendances, deadlines, and key milestones.	
	- Centralized repository for legal opinions, judgments, rulings, orders, and case-related correspondence.	
	- Generate reports on the current status of cases where the Corporation is a party.	
<b>Intellectual Property Management</b>	- Digital repository for trademarks, patents, and copyrights.	
	- Automated renewal alerts and compliance tracking.	
	- Secure document management for IP filings, certificates, and agreements.	
<b>Policy Paper and Instrument Management</b>	- Template library for policy drafting.	
	- Workflow automation for approvals and amendments.	
	- Version control and historical tracking of policy amendments.	
	- Compliance monitoring and alerts for regulatory changes.	
<b>Contract Management</b>	- End-to-end contract automation, including drafting, reviewing, and negotiation tracking.	
	- Centralized contract repository with real-time analytics.	
	- Proactive alerts and notifications for renewals of permits, licenses, and contracts (in-app and email).	

	- Provide dashboard visibility on signed contracts, contract details, expiry dates, department owners, and vendors.	
	- System alerts (in-app and email) for expiring contracts.	
	- Track approval workflows for contract processing.	
	- e-Signature integration.	
	- Predefined contract reports for compliance tracking.	
	- Automated alerts for renewals, expirations, and compliance checks.	
<b>Compliance and Regulatory Management</b>	- Automated regulatory database with compliance requirements and deadlines.	
	- Compliance checks and real-time reporting.	
	- Audit trails and legal documentation for compliance verification.	
<b>Risk Management</b>	- Automated legal risk assessment framework.	
	- Compliance program tracking and reporting.	
<b>Board Management (Integrated with e-Board system)</b>	- Seamless integration with e-Board system for board meetings and governance development tracking.	
	- Automated board meeting scheduling, agenda preparation, and distribution.	
	- Secure board pack management with automated generation and storage.	
	- Creation of Board Member Profiles providing at-a-glance access to bio-data, county, age, date of appointment and expiry, board committee membership, ethnicity, contact information (email, phone, office address), educational background, professional experience, skills & competencies, board tenure, conflict of interest disclosures, meeting attendance records, assigned responsibilities, performance reviews, and board voting history; upload of documents should be enabled.	
	- Resolutions and Board Directive tracking with automated follow-ups.	
<b>Integration Requirements</b>	- Seamless integration with financial, procurement, and HR modules. - Compatibility with document management, contract review, and e-Signature solutions.	
<b>Security &amp; Compliance</b>	- Advanced role-based access control for confidential legal documents.	

	- Data encryption and audit trails.	
	- Full compliance with data protection laws and corporate governance standards.	
<b>Reporting &amp; Analytics</b>	- Real-time dashboards for legal workload tracking and compliance monitoring.	
	- Customizable reporting for litigation, contract performance, and compliance risks.	
	- Analytics for risk assessment and strategic legal decision-making.	
<b>User Management &amp; Training</b>	- Automated role-specific access and permissions management.	
	- Interactive training modules and knowledge base for legal staff.	
	- User activity logs, audit trails, and automated feedback mechanisms.	

## RISK MANAGEMENT UNIT SPECIFICATIONS

### 1. RISK MANAGEMENT

NO	GENERAL REQUIREMENTS	BIDDER'S RESPONSE
	<b>Dashboard</b>	
	<ul style="list-style-type: none"> <li>Ability to have widgets for displaying risk ratings across the organization and displaying in a graphical manner to give a visibility of risk status.</li> </ul>	
	<b>Risk Register, Key Risk Indicators (KRIs), Business Impact Assessment (BIAs) Form</b>	
	<ul style="list-style-type: none"> <li>Ability to capture, update and rate risk, KRIs and BIAs in an excel format as an input.</li> </ul>	
	<b>Notification and Alerts</b>	
	<ul style="list-style-type: none"> <li>Ability to notify HODs and Champions via email and SMS on when risks are due for review including reviewing the risk registers.</li> </ul>	
	<b>Reports</b>	
	<ul style="list-style-type: none"> <li>Ability to generate risk review report including the consolidated risk registers for decision making.</li> </ul>	

## SUPPLY CHAIN MANAGEMENT DEPARTMENT ERP SPECIFICATIONS

### 1. SUPPLY CHAIN MANAGEMENT

NO	GENERAL REQUIREMENTS	BIDDER'S RESPONSE
14	<b>Procurement and Disposal Planning</b>	
	<ul style="list-style-type: none"> <li>● Ability to capture departmental procurement needs in the system</li> <li>● Ability to define a detailed procurement plan in the format approved in the PPADA 2015 and Regulations 2020 that is linked to the Budget</li> <li>● Provide at least two levels of approval for the procurement needs</li> <li>● Ability to consolidate the approved procurement needs into the annual procurement plan</li> <li>● Ability to check if the item being procured is in the procurement plan at the point of raising a purchase requisition and/or purchase order</li> <li>● Ability to change the procurement plan with approval</li> <li>● Should allow SCM to seek approval of the consolidated Procurement Plan and communicate back to users.</li> <li>● Ability to scan and attach documents related to Procurement plan</li> </ul>	
15	<b>Procurement Plan reporting</b>	
	<ul style="list-style-type: none"> <li>● Ability to generate reports for items reserved for AGPO as per the ACT.</li> <li>● Provide a report on all items procured</li> <li>● Ability to track and report on purchasing trends against the procurement plan</li> <li>● Provide a report on items procured but not in the procurement plan</li> <li>● Ability to retrieve purchase orders or tender documents related to a requisition</li> </ul>	
16	<b>Vendor Management &amp; Vendor Records</b>	
	<ul style="list-style-type: none"> <li>● Ability to have an online portal for supplier registration to include supplier details</li> </ul>	

	<ul style="list-style-type: none"> <li>● The system should provide vendor with capability to upload supporting documents</li> <li>● On submission and the approval of submission after evaluation, the system should send an email notification to the supplier</li> <li>● The system should allow vendors populate the following fields at a minimum through the portal; <ul style="list-style-type: none"> <li>- Company details</li> <li>- Company name</li> <li>- Alternate name (if applicable)</li> <li>- Mailing address</li> <li>- Physical address</li> <li>- Contact person’s name</li> <li>- Contact person’s phone number and email</li> <li>- Organization type</li> <li>- Tax ID/PIN</li> <li>- Company registration number</li> <li>- Certifications (KEBS and industry-based certification where applicable) and the certification number</li> <li>- Tax Certificate</li> </ul> </li> </ul> <p><b>Remittance details</b></p> <ul style="list-style-type: none"> <li>● Remittance address</li> <li>● Bank account number</li> <li>● Bank account name</li> <li>● Payment terms (this is internal)</li> </ul> <p><b>Category</b></p> <ul style="list-style-type: none"> <li>● Procurement categories in which the supplier wants to provide products and details on pricing</li> <li>● Financial</li> <li>● Returns policy</li> <li>● Engagement terms (Specify consignment suppliers)</li> </ul>	
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	<ul style="list-style-type: none"> <li>● Ability to classify vendors i.e. AGPO Ability to flag suppliers as either active or inactive</li> <li>● Ability to attach text to supplier for history information</li> <li>● Ability to track annual review of suppliers with contract</li> <li>● Ability to maintain detailed audit trails on changes to the supplier master data</li> <li>● Provide system generated supplier numbers</li> <li>● Ability to support multiple payment methods per supplier</li> </ul>	
17	<b>Purchase/Stores Requisition Management</b>	
	<p><b>Purchase Requisitions and purchase orders</b></p> <ul style="list-style-type: none"> <li>● The system should have a standardized requisition process for all types of procurements and allow for attachment of specifications</li> <li>● Ability to requisition for Purchase items on a web-based self-service portal by staff</li> <li>● Through a workflow, the system should route requisitions to applicable approvers based on pre-defined approval matrices</li> <li>● The system should define different hierarchies of approvals</li> <li>● The system should provide the following options to approving authorities: <ul style="list-style-type: none"> <li>- Accept</li> <li>- Reject</li> </ul> </li> <li>● Request for adjustment on requisitions</li> <li>● The system should review requisition against budget</li> <li>● The system should be configured with RFQ template that shall be used to make RFQs</li> <li>● The system should seamlessly configure RFQ processes with requisition process</li> <li>● Ability to convert quotation/requisition to purchase Order</li> </ul>	

	<ul style="list-style-type: none"> <li>● Ability to create/generate Local Purchase Order/ Service Orders for goods and services assigning auto -generating numbers</li> <li>● Ability to give alerts on approved order Requisitions</li> <li>● Ability to generate pending orders and give Alerts</li> <li>● Ability to set minimum reorder levels and Prompt reordering</li> <li>● Ability to link the order to supporting Documents e.g. quotations, minutes, requisitions</li> <li>● Ability to forward approved orders to suppliers on E-mail</li> <li>● Ability to create long term contracts in the system</li> <li>● Ability to create replenishment automatically for specific items with respect to the inventory norms defined i.e. safety stock, reorder level, inventory turns</li> <li>● Ability to track LPOs by vendor, service provider, department, order date, requested delivery date and order number</li> <li>● Ability to cancel an order, LPO</li> <li>● Ability to view available inventory at LPO entry</li> <li>● Ability to enter price, payment terms, special discounts, delivery instructions, delivery schedule etc. in purchase order/release</li> </ul> <p><b>Stores Requisitions</b></p> <ul style="list-style-type: none"> <li>● Ability to requisition for Purchase items on a web-based self-service portal by staff</li> <li>● Through a workflow, the system should route requisitions to applicable approvers based on pre-defined approval matrices</li> <li>● Ability to determine the availability of items at during requisitioning</li> <li>● Provide Inventory Module to facilitate constant monitoring of reorder levels for restocking, and trigger alerts</li> </ul>	
18	<b>Sourcing of Goods, Works and Services</b>	



**E-Procurement**

- Budget and yearly procurement plan: It could help to streamline the approved budget to procurement plan and then identify the appropriate tender procedures and schedule. It can be used for checking the available budget for each tender procedure automatically.
- e-advertisement: the publication of tenders and procurement notices (calls and advertisements) on the Internet, further to that the tender documentations are available for downloading
- e-submission: the submission of bids online,
- e-evaluation: the bids are opened and evaluated online without the necessary of meeting in person,
- e-awards: the final selection of suppliers. The system to allow for the submission of acceptances online by the notified successful bidders
- e-notification: The system shall support an e-based notification of award and regrets with customizable award and regret templates. These letters should bare pre-scanned signatures that are appended in the system by authorized users.
- e-contracting: preparing the contracts electronically from templates, exchanging them using electronic ways, distributing, and storing the signed contract electronically. The system should also be able to support a workflow system to notify the department responsible for contract preparation to commence contract preparation and provide that user with access to required contract preparation document
- e-ordering: the automatic placement of orders online (including electronic markets), - alert the responsible staff to place the orders
- e-invoicing: the provision of electronic invoices,
- e-payment: the online payment of contracts.

**Evaluation**

- The system should only allow the members of the evaluation Committee access to the submitted documents within the evaluation environment.

	<ul style="list-style-type: none"> <li>• Uploading the signed Evaluation Report – Once the evaluation has been completed, the system should upload this report to a platform where only authorized users may access it.</li> </ul> <p><b>Professional Opinion</b></p> <p><b>The system should give procurement generate the professional opinion.</b></p> <ul style="list-style-type: none"> <li>• The system should be capable of generating a professional opinion from the information availed in the format provided</li> </ul> <p><b>Award and Regret Notification</b></p> <ul style="list-style-type: none"> <li>• The system shall</li> <li>• support an e- based notification of award and regrets with customizable award and regret templates.</li> <li>• These letters should bear pre-scanned signatures that are appended in the system by authorized users.</li> </ul> <p><b>Acceptance of Awards</b></p> <ul style="list-style-type: none"> <li>• The system to allow for the submission of acceptances online by the notified bidders.</li> </ul>	
19	<b>Procurement And Contract Management</b>	
	<ul style="list-style-type: none"> <li>• Manage all procurement contracts lifecycle from including the request, author, negotiation, execution, compliance, and renewal.</li> <li>• Capability to review all contract related milestones in a calendar and give automated alerts for important tasks.</li> <li>• Give analysis of contracts awarded in any given period by vendor and type of goods or services.</li> </ul>	
20	<b>Inventory Management</b>	
	<ul style="list-style-type: none"> <li>• Ability to setup and maintain item codes with different segment</li> <li>• Ability to maintain the following information for items BUT not restricted to: <ul style="list-style-type: none"> <li>- Item Code with Alphanumeric support</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>- Item Description</li> <li>- Purchase lead time</li> <li>- Supplier/Vendor code</li> <li>- Default purchase unit of measure</li> <li>- Minimum, Maximum, Order Stock levels</li> <li>- Items Status (Active, Obsolete etc.)</li> <li>- Expiry Date</li> </ul> <ul style="list-style-type: none"> <li>● Ability to view quantity balances per item to view information relating to enquiries, quotations, purchase orders and delivery progress with easy access</li> <li>● Ability to maintain audit trail of changes to inventory data</li> <li>● Ability to maintain price details per item</li> <li>● Ability to capture documents with technical specification of items in the system and link them to the item</li> <li>● Ability to support creation of multiple warehouse/storage locations and attach type/categories of transactions which location can support</li> <li>● Ability to define bin locations and assign items to bins</li> <li>● Ability to match goods received note to order, supplier, product specification and quantity</li> <li>● Support for multiple and partial receipts against the same purchase order or service order</li> <li>● Ability to generate goods receipt note with facility to amend/reprint as necessary and auto send to suppliers</li> <li>● Ability to process good returns e.g., if rejected by Inspection Committee</li> <li>● Allow for the storekeeper to issues items on the system and record actual issue of items based on approved store requisition</li> <li>● Ability to update stock balances based on stock issues</li> </ul>	
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	<ul style="list-style-type: none"> <li>● Ability to retain history of approved and issued stock requisitions</li> <li>● Report on approved stock requisition yet to be issued</li> <li>● Report on stock issues per department or User</li> <li>● Ability to generate stock taking sheets from the system</li> <li>● Ability to generate stock adjustments based on results of the stock take</li> <li>● Ability to report adjustments made as a result of stock takes</li> <li>● Ability to define the cycle count frequency per item, e.g., Quarterly, Bi-annual, Annually</li> <li>● Ability to freeze normal inventory transaction during physical stock take</li> <li>● The system should post the stock adjustment only after approval in system</li> <li>● Ability to generate accounting entries in real time for inventory transactions like issues, receipts and adjustments</li> <li>● Ability to transfer accounting entries to General ledger, in both summary and detailed formats</li> <li>● Ability to view accounting entries associated with inventory transactions</li> <li>● Ability to make inventory adjustments. (This should be restricted to authorized personnel and an audit trail retained)</li> <li>● Ability to generate list of store items showing details including quantities in hand (Stock Status Reports)</li> </ul>	
<b>21</b>	<b>Procurement Plan Implementation and Monitoring</b>	
	<ul style="list-style-type: none"> <li>● Ability to analyze current status of procurement plan, Implementation: Planned Vs Actual and generate monitoring Reports.</li> <li>● Ability to prompt users on planned procurement timelines</li> </ul>	

	<ul style="list-style-type: none"> <li>• Allow users to submit their need to revise their plan and allow necessary approvals</li> </ul>	
<b>22</b>	<b>Disposal Process</b>	
	<ul style="list-style-type: none"> <li>• The System should generate the Disposal plan as per the format provided in PPADA,2015.</li> <li>• 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</li> </ul>	

**FINANCE  
DEPARTMENT ERP  
SPECIFICATIONS  
FINANCIAL  
MANAGEMENT**

<b>NO.</b>	<b>GENERAL REQUIREMENTS</b>	<b>BIDDER'S RESPONS E</b>
<b>1</b>	<b>General Ledger and Chart of Accounts</b>	

	<ul style="list-style-type: none"> <li>● Should allow the use of the same chart of accounts for actual, budgets and history</li> <li>● Should support multiple charts of accounts and different structures of accounts across departments and legal entities.</li> <li>● Should support multiple charts of accounts for organizational units within the system</li> <li>● Ability to have user defined relationships between accounts</li> <li>● Ability to provide a flexible chart of account structure that allows: Users to define length of account segments at time of installation, Users to define account mask (e.g. numeric, alpha, alphanumeric etc.), Users to define elements of the account key (e.g. primary, secondary, third and fourth field segments), Users to define account segments (The number of segments can be increased or reduced)</li> <li>● Ability to edit and validate field combinations in the account key</li> <li>● Ability to allow the use of check digits to validate account numbers and other elements</li> <li>● Ability of the system to allow: Standard Journals (amounts change each period), Accrual Journals, Recurring Journals (amounts unchanged), Reversing Journals, Load journals from other modules, Copy Journals previously processed</li> <li>● Ability to allow the use of miscellaneous data fields</li> <li>● Ability to allow edit of account/sub-account relationships with right controls in place</li> <li>● Ability to support separate and distinct ledgers or sub-ledger for specialized reporting purposes (e.g., Account performance tracking) or specific accounting purposes (e.g. fixed assets, employee costs)</li> <li>● Ability to provide memorandum accounts i.e. the off balance sheet items e.g. Letters of credit</li> <li>● Ability to maintain book and tax data for selected accounts</li> <li>● Ability to maintain account balance limits</li> <li>● Ability to allow the user to specify transaction limits for individual accounts</li> <li>● Ability to allow the designation of accounts as "debit only" or "credit only" subject to controlled override by authorized personnel</li> <li>● Ability to delete or deactivate account automatically based on a user defined balance and activity criteria</li> <li>● Ability to allow the use of the same chart of accounts for actual, budgets and history</li> <li>● Ability to "roll up" detail G/L accounts into a "summary" G/L account automatically via multiple hierarchical structure relationships (e.g. unit income/expense accounts will "roll up" into a departmental revenue/expenditure summary control account)</li> <li>● Ability to update the child accounts for the summary account every three years, incorporating new child</li> </ul>	
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	<p>accounts but retaining all the balances for the previous child accounts for reference and analysis</p> <ul style="list-style-type: none"> <li>● Ability to segregate/identify revenues and expenses (e.g. products, department)</li> <li>● Ability to segregate/identify revenues by region, SKUs, customer, etc. as specified by client</li> <li>● Ability to add to or modify accounts and easily specify the account's relationship within various reporting hierarchies at the same time</li> <li>● Ability to maintain balances for statistical information (e.g. headcount, currency rates)</li> <li>● Ability to maintain average balances in original, reporting and functional currencies</li> <li>● Ability to maintain and report on historical, current, and future period balances for the following data types: Monetary and Statistical</li> <li>● Ability to accept and process prior, current and future date journal entries based on user-defined control parameters</li> <li>● Ability to allow specification of the following dates on a journal entry: Activity date, Transaction date, Journal number, Narration, GL account code</li> <li>● Ability to accept credits and debits</li> <li>● Ability to support reversal of transactions</li> <li>● Ability to post journals on-line, real-time or batch</li> <li>● Ability to support standing and recurring entries with fixed, variable and mixed amounts (e.g. depreciation, prepayment)</li> <li>● Ability to support the entry of accruals</li> <li>● Ability to allow the user to specify the release date for recurring and/or reversing accrual entries</li> <li>● Ability to provide a reference number (i.e. audit trail) of all journal entries including the journal source, operator ID and voucher/cheque number, if applicable: <ul style="list-style-type: none"> <li>● On-Line – upon transaction</li> <li>● Automatically by the General Ledger (e.g. Reversals And Recurring Entries)"</li> </ul> </li> <li>● Ability to reverse the effect of processing a duplicate general ledger posting with full audit trail reporting</li> <li>● Ability to post prior period adjustments which automatically adjust the ending balance in an account for the prior period and the corresponding beginning balance in the current period</li> <li>● Ability to perform fixed and variable cost allocations</li> <li>● Ability to provide on-line, real-time, full-screen editing and posting of journal entries</li> <li>● Ability to perform validation of accounts entered through on-line and batch journals</li> <li>● Ability to permit edit of fields on prior screens during input of multi-screen journal entries</li> <li>● Ability to restrict designated journals from posting to particular accounts (e.g. with long inactive period - dormant accounts)</li> <li>● Ability to balance journals in original currency</li> </ul>	
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- Ability to balance transaction totals to journal control totals on a total debit and credit basis
- Ability to provide user-defined methods of error handling for incorrect and out-of-balance journals including the facility to correct errors on-line
- Ability to include features that will automatically release and re-validate a batch or entry from the holding files after corrections have been made
- Ability to perform edit/validation tests at input screens
- Ability to maintain/correct detail suspense account entries on-line or in a batch mode
- Ability to highlight invalid journal entries on-line or in batch mode
- Ability to provide reconciliation between sub-ledger systems and the general ledger
- Ability to produce a report displaying standard monthly journal entries expected but not posted during the current month
- Ability to perform translation of foreign currency transactions on-line
- Ability to support flexible accounting calendar that allows user to define multiple overlapping periods (e.g. month, quarter, half-year)
- Allows automatic posting of profit-after-tax to statutory reserve based on user defined criteria
- Ability to allow P&L to be closed out to retained earnings based on user specifications
- Ability to support preliminary and final closing of P&L
- Ability to permit closing of the current accounting period on any user-selected date
- Ability to provide flexible month end cut-off dates to support various (e.g. local, global, regulatory) reporting requirements
- Ability to allow simultaneous posting to and reporting from current and future periods
- Ability to maintain current and prior period ending dates independent of the system date
- Ability to ensure that no entries remain un-posted in holding files at the time of closing
- Ability to allow reporting for various fiscal year-ends. Should provide at least 14 fiscal periods, per year
- Ability to utilize an optional free-form reference or description field for each journal line entry and inquire/report on this field
- Ability to allow for approval of journals by more than one department prior to posting. Journals involving multiple departments may require approval from respective departments. Online facilities should be available to control this review/approval flow.
- Ability to balance on-line and batch journals before they are accepted for posting
- Centralized control of the structure, coding scheme and the maintenance. All subsystems should make use of this Chart of Accounts.



	<ul style="list-style-type: none"> <li>● Ability of the system to flag account numbers and other segments as active/inactive by assigning effective dates. It should also be possible to activate/deactivate specific account structure by assigning effective dates.</li> <li>● Ability of the system to classify accounts into assets, liability, equity, income, expense, etc.( Account Groups)</li> <li>● Ability of the system to provide for the capability to perform mass updates to the Chart of Accounts. This feature may be necessary for reorganizations etc.</li> <li>● Ability of the system to allow the entry of certain background/historical data concerning each update to Chart of Accounts. Example: (User/dept who requested creation or update, Date etc.)</li> <li>● Ability to provide an on-line facility to check wrong posting of the document and its details</li> <li>● Ability to provide an on-line journal entries approval through workflow management and according to the journal amount</li> <li>● Ability to automatically generate journal numbers based on the batch</li> <li>● Ability to provide batch journal transactions</li> <li>● Ability to integrate with other applications</li> <li>● Ability to define &amp; create allocation journals</li> <li>● Ability to provide the capability to identify source documents or module references which are associated with the journal entry (e.g., Invoice No., Payment Voucher No., etc.) for reporting purposes.</li> <li>● Ability to allow for choosing the date format as required by users.</li> <li>● Ability of the system to provide the capability to hold a JV, even if it is error free, for later recall by the user for update of correct information. Such a hold should never affect the books of accounts</li> <li>● Ability to provide the capability to copy a JV (with or without reversing the signs).</li> <li>● Ability of the system to restrict updates to account structure and amounts of a JV after posting.</li> <li>● Ability of the system to detect and prevent duplicate journals. Example: A payment voucher from Accounts Payable System should not be posted more than once</li> <li>● Ability of the system to restrict data entry to those accounts that are marked as control accounts such as payable control, Receivable control, Bank account etc.</li> <li>● Ability of the system to allow the General Ledger and the subsystems should support accrual method of accounting.</li> <li>● Ability of the system to allow the user to post to the GL from the sub-modules in detail or summary.</li> <li>● Ability of the system to provide a daily transaction log of all postings made during the day. Provide facility to inquire/report posted/unposted journals satisfying user specified selection criteria.</li> <li>● Ability to have online approvals for account creation and updates</li> </ul>	
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- Ability to setup journal approval based on a defined hierarchy and journal value
- Ability to set up sequential numbers for journals based on categories.
- Ability to prevent manual posting for specific journal categories.
- Ability to prevent posting to specific accounts.
- Ability to drill down to subledger transactions
- Ability to "freeze" journal categories to prevent posting of journals into closed periods and "unfreezing" of the same to go through approvals
- Ability to create revaluation journals every month end close.
- Journal proofing to identify errors in case a journal cannot be posted to GL but the DR/CR are ok.
- Ability to mass add/delete chart of account
- Ability to maintain balances in the original transaction currency
- Ability to maintain exchange rates for foreign currencies
- Ability to create and modify currencies
- Ability to upload exchange rates for foreign currencies from a spreadsheet
- Ability to support multiple base currencies.
- Ability to override system rates and enter transaction specific rates. This should be restricted to authorized individuals and an audit trail should be retained
- Ability to support definable currency table (parameter)
- Ability to provide facility to generate balance sheet and income statements in original and functional currencies for all views
- Ability to accept journals in both originating and functional currency
- Ability to accept local currency and equivalent functional currency journal entries from interfacing systems
- Ability to convert local currency to functional equivalent currency within the G/L
- Ability to provide reconciling controls between local and equivalent currency journal transactions
- Ability to support a variety of rate tables including average, spot, month-end, forward, historical
- Ability to access historical exchange rates based on activity date of posting
- Ability to do automatic calculation using conversion amounts
- Ability to calculate for specified periods, gains/(losses) into the functional currency based on the net asset/liability balance of the original currency
- Ability to translate/restate financial results reflecting translation from the functional currency to multiple reporting currencies
- Ability to override predefined exchange on journal transactions

- Ability to provide currency decimals: The base currency should have 3 decimals and foreign currency should have at least 5 decimals.
- Ability to maintain history of currency values for transactions
- Ability to print reports in various defined currencies.
- Ability to default to prior exchange rate in particular when the exchange rates have not been updated and there are transactions posted.
- Ability to track historical rates by transactions.
- Ability to summarize GL balances into cost centers
- Ability of the system to round off a posting with odd cents to the relevant decimal place
- Ability of the system to link postings into sub ledgers into GL entries
- Ability of the system to automate standard regulatory reports
- Ability of the system to handle multiple transaction
- Ability to check for duplicate accounts on time of account creation
- Ability for the user to have full control over the opening and closing of accounting periods, with the ability to reopen closed periods if necessary with all the necessary controls and approvals. This ability will extend beyond the boundaries of any one financial year
- Ability for the system to allow the roll forward of data set period closing balances into the new period opening balances (where applicable)
- Ability to do profitability analysis by, product, transaction, customer and account level
- Ability to build expense allocation at transaction processing level
- Ability to support project accounting
- Ability of the system to support mass account maintenance where changes or edits need to be done to multiple accounts at once.
- Ability to support the following cost centre structure to be finalized during design phase:
  - Department, Account, Activity
  - Sub-account"
  - Ability to modify cost centre structure
  - Ability to define parent child relationship at multiple levels. The system should not allow posting to the parent account.
- Ability to centralised account maintenance capability. This will ensure that any addition or change in the account code in the master chart of account will be available automatically in all the ledgers of various Services within the Company.
- Define automatic and default account assignments that the Company always use to post to a particular cost center.
- Ability of the system to archive data as required by the users.
- Ability of the system to control the access to each

	<p>function and level of access within each function</p> <ul style="list-style-type: none"> <li>● Ability of the system to restrict a user to view only or data entry only or post based on their system authorizations etc.</li> <li>● Ability of the system to restrict access of a user to certain account /departments only.</li> <li>● Ability to restrict users from performing subsequent roles e.g. some users may have authority to only input the Journals, but denied for posting. Only after approval by another authorized user, he may post the journal.</li> <li>● Ability of the system to allow for temporal deactivation of an account to restrict posting (block).</li> <li>● Ability to set up security for various user groups to restrict access to certain predefined account ranges.</li> <li>● Ability to provide for electronic notification of variances to the persons responsible for the analysis and response.</li> <li>● Ability of the system to provide a facility to process inter-company transactions. System should enable to set up default accounting rules for inter-company transaction processing.</li> <li>● Ability of the system to provide templates that may be maintained to include number of consolidation specifications, so that these consolidations may be run in one stretch. (Example: Template for P&amp;L or Balance Sheet, cash flow statements etc.)</li> <li>● Ability of the system to make it possible to obtain Account balances as of any date.</li> <li>● Ability of the system to allow the GL module support multiple hierarchies and roll-up for reporting purposes.</li> <li>● Ability of the system to multiple periods accounting – entries can be processed within several different periods</li> <li>● Ability of the system to support generation of reports prior to or after any final closing routine</li> <li>● Ability of the system to maintain account balances by: <ul style="list-style-type: none"> <li>● Year to date</li> <li>● Period by period</li> </ul> </li> <li>● -Ability of the system to maintain prior year balances by: <ul style="list-style-type: none"> <li>● Year to date</li> <li>● Period by period</li> </ul> </li> <li>● Ability of the system to facilitate user-defined periods</li> <li>● Ability of the system to facilitate user-defined batches for month-end reports.</li> <li>● Ability of the system to facilitate automatic notification of unprinted reports (i.e. journals not printed before posting)</li> <li>● Ability of the system to provide access to multiple years</li> <li>● Ability of the system to allow selected users to reopen a period to make adjustments</li> <li>● Ability of the system to automate the movement of balances from current to historical data set</li> <li>● Ability of the system to automatically reset itself for the next accounting period / year</li> </ul>	
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	<ul style="list-style-type: none"> <li>● Ability to generate period closing reports that ensures consistency check with the sub-ledgers</li> <li>● Ability to close modules at different times. However closing period for all modules should be the same (with adequate authorization )</li> <li>● Ability to selectively close or open periods for posting (with adequate authorization )</li> <li>● Ability to ensure that year end closing proceeds only after all batches are posted and interfaced.</li> <li>● Ability to not allow any postings to a Financial year after year end procedure is run</li> <li>● Ability to generate closing exception reports</li> <li>● Ability to record the accounting entries for the interim dividend declared and final dividend</li> <li>● Ability for the system to have the ability to close accounting periods on a monthly and annual basis</li> <li>● Generation of financial Ledgers, cost center's for departments, divisions, branches</li> <li>● Payments and management of un-predetermined bills</li> <li>● Ability to allow Multi-country set-up</li> <li>● Ability to void cheques</li> <li>● Ability to accrue payments</li> <li>● Expensing other departments through a department not necessarily the requisition originator</li> <li>● Ability to maintain user defined accounting period</li> <li>● Ability to maintain bank reconciliation accounts, journal entry and opening balance</li> <li>● Ability to support consolidation between subsidiary companies with similar/dissimilar charts of accounts (mortgage accounts)</li> <li>● Ability to segregate/identify revenues and expenses (e.g. products, department, branch, region)</li> <li>● Should maintain average balances in original, reporting and functional currencies</li> <li>● The system should allow document splitting i.e. multi-ledger support</li> <li>● Ability to pull the financial statements (balance sheet, trial balance, income statement, cash flow statement etc.) of different entities.</li> <li>● Provide scalable chart of account to enable creating new accounting units and accounts in existing accounting units</li> <li>● Need to provide alerts for staff expenses not cleared in regular durations such as 7 days.</li> <li>● Ability to generate and maintain various document types</li> </ul>	
<b>2</b>	<b>Accounts Payables</b>	

	<ul style="list-style-type: none"> <li>● Ability to process payments of utilities, claims, imprests, petty cash and miscellaneous payments</li> <li>● Need maintenance of prepayments, partial payments and expense accruals</li> <li>● Ability to define vendor/Beneficiaries bank accounts and assign to various vendors/beneficiaries</li> <li>● Ability to generate payment advice from a list of invoices for payments</li> <li>● Ability to have separate vendor master with complete audit trail</li> <li>● Ability to have vendor master maintenance allowed to authorized users only</li> <li>● Ability to prevent duplicate vendors in vendor master data</li> <li>● Ability to allow merging of any duplicate suppliers or supplier details</li> <li>● Ability to allow creation of one-time vendors</li> <li>● Ability to auto generate numbering of vendors</li> <li>● Ability to archive vendors based on the user specified date or length of inactivity. The archival data includes vendor master data, invoices, payments and audit trails. The archival should be readily accessible for inquiry/report purposes.</li> <li>● Ability to maintain Vendor History (Invoices, payments etc.) online for the required no. of years. Minimum 7 (seven) years.</li> <li>● Ability to allow Supplier netting</li> <li>● Ability to have online account balance and aging inquiry</li> <li>● Ability to have inquiry functions for invoices, payment and Account entry</li> <li>● Ability to have invoice /bills approval for non-purchase order invoices</li> <li>● Ability to restrict posting to GL AP control account by Supervisor only</li> <li>● Ability to write narration /description for invoices</li> <li>● Ability to capture pin numbers for vendors during creation, with attachments of the documents</li> <li>● Ability to assign more than one vendor bank account to a single vendor for the purpose of bank transfer</li> <li>● Ability to generate online debit notes and credit notes for the following purposes. <ul style="list-style-type: none"> <li>- Adjustments</li> <li>- Rectification of errors and mistakes</li> <li>- For various charges</li> </ul> </li> <li>● Provide for the user to perform generation of manual debit notes and credit notes</li> <li>● Allocate credit note to an invoice</li> <li>● Enter invoices in batches and individually</li> <li>● Allow entry of various types of invoices including standard, prepayment, debit and credit memo, withholding tax,</li> <li>● Support the auto generation of withholding tax invoices</li> <li>● Handle 3 way matching such as PO, GRN, Inspection</li> </ul>	
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	<p>with the purchase invoice and be able to check the status of PO receipts (Fully or partially received)</p> <ul style="list-style-type: none"> <li>● Allow entry and matching of invoice with a higher amount than PO amount to cater for transport and other expenses not included in PO amount but charged by vendor.</li> <li>● Match single invoice with multiple purchase orders and multiple invoices to single purchase order</li> <li>● Automatically close the purchase order on posting a final invoice</li> <li>● Define multiple payment terms.</li> <li>● Have approval workflow for invoices &amp; payments</li> <li>● Enter invoices &amp; process payments in multiple currency</li> <li>● Enter debit/credit memo and apply it to the invoice and adjust invoices against debit memos</li> <li>● Adjust invoices against advance payments</li> <li>● Track assets related information while recording the invoice and later on transfer to the assets module</li> <li>● Record reason codes for returned and adjusted invoices.</li> <li>● Support auto creation of Debit Notes for return to suppliers against matched Pos</li> <li>● Generate payment advice from a list of invoices for payment.</li> <li>● Approve payments should be restricted to authorized persons</li> <li>● Generate recurring invoices and payments</li> <li>● Batch processing of invoices imported via excel -payroll processing</li> <li>● Generate sequential numbers for all invoices and payments</li> <li>● Treat expense reports as requests for advance for which an advance might have been already paid. In case of Expense reports, the system should automatically adjust the advance already paid. If the total expenses are less than the advance, the employee may pay back the difference or the difference may be deducted from the payroll. The system should automatically handle these tasks.</li> <li>● Allow release of invoice holds by authorized users</li> <li>● Allow entry of invoices not matched to POs</li> <li>● Allow entry of distribution sets for invoices specifying the amount allocation to accounts</li> <li>● Generate purchases day book</li> <li>● Support following payment methods: <ul style="list-style-type: none"> <li>-Cash</li> <li>-Bank transfers</li> <li>-Cheques</li> <li>-Debit and credit notes</li> <li>-Mobile Money Payment methods</li> <li>-Credit cards and debit cards</li> <li>-Gift Vouchers</li> </ul> </li> <li>● Handle Bank transfers (electronic payments to suppliers, including employees etc.)</li> <li>● Process payments for a group of invoices or individually</li> </ul>	
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	<ul style="list-style-type: none"> <li>● Make partial payments of invoices</li> <li>● Handle scheduled payments (payments of installments)</li> <li>● Link AP module to Cashbook</li> <li>● Automatically reconcile invoices to payments</li> <li>● Integrate with online banking application and other third-party applications</li> <li>● Hold Payments for specific vendors</li> <li>● Hold payment of invoices with unmatched PO</li> <li>● Define user definable hold types</li> <li>● Have approval for removal of holds</li> <li>● Generate a report showing withheld payments</li> <li>● Generate debit notes and credit notes for adjustments, error rectification and various charges</li> <li>● Generate Journal entries and ledgers for payments</li> <li>● Allow the following payment methods, EFT / RTGS instructions, cheques, cash, swift code</li> <li>● Allow contract payments with variations during the contract period</li> <li>● Able to handle all tax computation</li> <li>● Ability to process and print VAT certificate &amp; withholding tax</li> <li>● The system should allow Cheque writing and enable/initiate RTGS &amp; Swift transfers</li> <li>● Capture multiple invoices from one supplier for one LPO</li> <li>● Ability to scan delivery notes / Invoices</li> <li>● Ability to split payments for a single invoice to different departments, subsidiaries</li> <li>● Narration for invoice/delivery note/ job card received</li> <li>● Ability to record user defined aging periods</li> <li>● Ability to set a user who posts invoices for payment to be different from the user who releases the payment</li> <li>● Allow batch processing of invoices through uploads</li> <li>● Automatic reconciliation of invoices to payments</li> <li>● Allocation of approvers for the payment in-line with limits</li> </ul>	
<b>3</b>	<b>Accounts Receivables</b>	



	<ul style="list-style-type: none"> <li>● Ability to create customer master data, pull information from placement validated returns for billing</li> <li>● Ability to maintain audit trails on customer creations, modifications or deletions showing user name, time stamp, details changed, approver and change status</li> <li>● Ability to check duplication at customer creation</li> <li>● Ability to generate notification on accounts overdue</li> <li>● Ability to perform receivables aging and change aging periods</li> <li>● Ability to remind customers on their outstanding payments</li> <li>● Ability to generate credit notes and debit notes where applicable</li> <li>● The system should be configured with debtors and KUCCPS debt policy that's shall monitor credit payment periods per credit customer</li> <li>● the system should be configurable to send notifications to customers on overdue accounts.</li> <li>● The system should allow defining the email notification template and where desired, define expected attachments to the email</li> <li>● The system should have the capability to generate a debtor's aging report for a given customer</li> <li>● The system should provision for the monitoring of debt ages by customers through the customer portal</li> <li>● The system should have the capability to monitor debtors aging as a KPIs</li> <li>● The system should either route the workflow to completion if the customer pays the fee or route the workflow to the debt collection process if the customer withholds payments</li> <li>● The system should provide for the capturing of a customer payment against the invoice number. Match Invoice with the amount received in the bank.</li> <li>● The system should have the capability to monitor applicable KPIs at this stage and generate resultant reports as required by KUCCPS.</li> </ul>	
4	<b>Petty Cash Management Modules (Petty Cash Issuance and Surrender)</b>	

	<ul style="list-style-type: none"> <li>● The system should allow the requestor to raise and submit a petty cash requisition through a petty cash requisition form(workflow)</li> <li>● The system should route the requisition to the finance manager for approval</li> <li>● The system should allow the finance manager to review and approve the requisition</li> <li>● On approval by the finance manager, the system should route the requisition to the chief cashier for issuance</li> <li>● The system should allow defining an expectation to upload a scanned copy of the signed voucher against the requisition.</li> <li>● On utilization of the petty cash, the system should provision for the upload of the scanned receipts as evidence of utilization where applicable.</li> <li>● The system should have the capability to be defined with the specific expense lines for which receipts shall be expected to have been incurred.</li> <li>● The system should route the receipts to the finance manager for approval of utilization and for a final review and posting.</li> <li>● The system should allow the accountant to review the petty cash for accurate account allocation and post the transaction</li> <li>● The system should have the capability to monitor applicable KPIs at this stage and generate resultant reports as required by KUCCPS</li> </ul>	
<b>5</b>	<b>Fixed Assets Management</b>	

- Ability to integrate with barcode reader for Item tagging & capture of fixed assets barcodes
- Generate list of capex goods category-wise providing details on:
  - Date acquired
  - End - user
  - Make, if a machine
  - Amount/price
  - etc.
- Should support integration with the bar code reader to automate tracking of fixed assets.
- Maintain a physical control of the assets and be able to track assets by serial number, asset number, custody number and project/ Department/ location.
- Create a Fixed Assets Verification Sheet, containing asset code, location, and physical balance.
- The system should post the asset adjustments only after approval in system
- The system can support ad hoc asset count for critical assets
- The system should allow for automatic asset numbering
- Maintain the following information per asset item:
  - Asset description
  - Asset serial number
  - Asset barcode
  - Asset Account
  - Equipment Number
  - Location
  - Asset main category
  - Asset sub category
  - Department/Cost Center
  - Custodian
  - Employee Number
  - Purchase date
  - Depreciation start date
  - Insurance
  - Service start date
  - Vendor
  - PO reference
  - Invoice reference
  - Warranty period, e.g., start and end dates
  - Original cost
  - Salvage value
  - Useful life in month/years
  - Depreciation method/rate
- Defining parent child asset relationships
- Additional upgrading cost can be added to an existing asset. (separate) System should provide a report showing the history of upgrades and also include the addition into the new depreciation run over the remaining period of the asset. e.g.: capital construction projects
- Capturing work/construction in progress (WIP/CIP) assets and later on convert them as normal assets and start depreciating.

- Addition of WIP/CIP expenditures to an existing CIP assets through the accounts payable system
- The system should allow for an asset to be marked as physical inventory tracking asset and should generate physical inventory reports
- The system should allow for changes to asset attributes, either for individual assets or mass changes affecting several assets e.g. change in life or depreciation method and make the necessary adjustments in the asset accounts.
- Splitting an asset into multiple assets
- Automatically compute capital deduction on assets
- Calculate the current value of assets incorporating the depreciation rate.
- Automatically calculate the depreciation rate of all assets depending on set up parameters.
- Calculation of depreciation based on groups of assets:
  - By dept.
  - By cost center
- Generate a list of all fully depreciated assets.
- Define depreciation conventions, such as Mid-Month convention, End-of-the-Month Convention etc.
- Recalculation of depreciation on asset:
  - Based on a change in value
  - Based on a change in depreciation schedule
  - Based on a change in asset life
- Ability of the system to capture details of assets to be disposed of such as current value, initial cost of asset, asset name etc.
- Capitalization of assets
- The system should allow for the performing of "unplanned" depreciation
- Automatic processing and posting of transactions:
  - Depreciation expenses
  - Trade-in
  - Disposals
  - Cost Adjustments, if any
- Hierarchical reviews and approvals of depreciation charged
- System should allow for a what-if analysis for prediction of asset depreciation based on various parameters.
- Assets should be transferable between:
  - Divisions/Departments/Cost Centers
  - Locations
  - Custodians (user assigned)
  - Projects
  - Work Package (within a project)
  - Job (Specific activity within the work package)
- An asset can be transferred in whole or part
- Transfer groups of assets
- Generate transfer slips in case of asset transfers
- Fully retire an asset and Partial retirement of assets
- Retiring assets by units, Retiring assets by cost, Reinstate retired assets

	<ul style="list-style-type: none"> <li>● Capture the details of assets to be disposed of such as current value, initial cost of asset, asset name etc.</li> <li>● Hierarchical reviews and approvals of assets proposed for disposal</li> <li>● Users in various departments to select and generate a list of all assets to be disposed of.</li> <li>● Generate a list of all assets approved to be disposed</li> <li>● Prompting of the Procurement department to continue with the disposal process once approval has been done</li> <li>● System identification of an asset as disposed once the asset is disposed</li> <li>● Post the transactions involving disposal of a fixed asset in the specified ledgers once it has been retired or disposed</li> <li>● The system to support closing of the year for fixed assets.</li> <li>● HODs and Users in various departments can select and generate a list of all assets to be disposed</li> <li>● Process sales of fixed assets with the Automatic creation of gain/loss transactions</li> <li>● Having different retirement accounts for gains and losses</li> <li>● Revaluation of assets (change the basis of depreciation and net book value) and adjustment of the cost of an asset, e.g. capitalization of renovation cost, useful life, depreciation % and write off amounts</li> <li>● Revalue a single asset or group of assets based on a revaluation report done by a professional.</li> <li>● Record and amortize revaluation reserve based on IPSAS Standards</li> <li>● Track asset insurance details such as sum insured, premium etc.</li> <li>● Generate a report showing insurance expiry dates</li> <li>● Fixed assets management including the acquisition linked to the LPO, depreciation calculations etc.</li> <li>● Fixed assets maintenance, retirement, credit memo &amp; inter departmental transfers till disposal</li> <li>● Hierarchical reviews and approvals of assets proposed for disposal-linked to asset disposal committee</li> <li>● Ability to support destruction procedure for items–system prompting, user authorization, administrator action</li> <li>● Multiple asset registers</li> <li>● Integrate with the GL to facilitate planning, budgeting and reporting</li> <li>● Multiple assets disposal, with e-bidding and ability to upload photos</li> <li>● Provide mandatory fields for assets’ categories and serial numbers to be selectable</li> <li>● Automate categorization of fixed assets.</li> </ul>	
<b>6</b>	<b>Financial Reports</b>	

	<ul style="list-style-type: none"> <li>● Generate statutory reports which includes statement of financial performance, statement of financial position, statement of cash flow, statement of changes in net equity, statement of actual against budget absorption monthly, quarterly and yearly. <ul style="list-style-type: none"> <li>● Reporting to detail - individual, department, directorate and whole organization</li> <li>● Generate a report on fixed asset transactions history have a minimum of the following fields: description, date of acquisition, GRN no, Issue Reference, issue date, supplier name, purchase price, category, salvage value at the end of useful life, depreciation rate, account number, account no for depreciation expense, accumulated depreciation account, location, tag number/barcode etc.</li> <li>● Ability of the system to generate reports in various formats e.g. pdf, word, excel.</li> <li>● Ability of the system to generate accurate account statements at any time with the right controls in them.</li> <li>● Ability of the system to generate reports automatically according to pre-defined criteria and frequencies</li> <li>● Ability of the system to send alerts for reports not generated within a specified period of time.</li> <li>● The report utility shall support simple arithmetic functions (addition, subtraction, multiplication, division) and calculation of percentages. It shall also support grouping, maximum, minimum, average, mode median etc. and ability to sort by ascending and descending.</li> <li>● Ability of the system to generate a reconciliation report that contains a list of exceptional entries on processing a reconciliation report</li> <li>● Ability of the system to generate all financial reports- trial balance, P&amp;L, balance sheet etc. based on specified parameters per company, agency, group etc.</li> <li>● Generate bank transfer advice from the system based on: payment voucher</li> <li>● Generate Cash requirement report (proposed payments listing based on due date)</li> <li>● Generate aging reports by: <ul style="list-style-type: none"> <li>-Cost Centre</li> <li>-Customer/vendor</li> <li>-Delivery date</li> <li>-Invoice date</li> </ul> </li> <li>● Generate vendor statement of account (detailed and summary): <ul style="list-style-type: none"> <li>- in foreign currency (if the invoices are recorded in foreign currency)</li> <li>- in local currency</li> </ul> </li> <li>● Carry out various enquiries on transaction</li> <li>● Generate report on penalty imposed</li> <li>● Inquire/report on Vendor PTD/YTD for purchases/purchase returns/cash disbursements</li> <li>● Report on: <ul style="list-style-type: none"> <li>● Report on unapproved invoices</li> <li>● Report on invoice on hold</li> </ul> </li> </ul> </li> </ul>	
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	<ul style="list-style-type: none"> <li>● Report on approved invoices by batch</li> <li>● Report on invoices released from hold</li> <li>● Report on unapproved invoices</li> <li>● Generate accounts payable trial balance in summary and in detail showing the vendor balances that matches with the control account balances in the General Ledger</li> <li>● Create Ad Hoc reports from AP data</li> <li>● Generate for aging analysis of various credit periods</li> <li>● Age the payable reports (Summary or detail) by Due date, by Invoice date</li> <li>● Historical vendor invoices (settled fully)</li> <li>● Material Receipts for which invoice is not yet received</li> <li>● Vendor Statement of Account in foreign/local currency</li> <li>● Overdue invoices by vendor</li> <li>● Penalty imposed</li> <li>● Uncertified invoices</li> <li>● Vendor purchases/purchase-returns/payments/voided-payments</li> <li>● Unallocated payment</li> <li>● Invoices on hold</li> <li>● Approved invoices, Unapproved invoices</li> <li>● Invoices released from hold</li> <li>● Post-dated cheques</li> <li>● Email to suppliers (Balance Confirmation, Remittance advice etc.)</li> <li>● Outstanding analysis by Department or Cost Centre.</li> <li>● Accounts payable sub ledger in summary and in detail to reconcile the vendor balances with the control account balances in the General Ledger</li> <li>● Payment due alert</li> <li>● Payment due date management</li> <li>● Bank reconciliation.</li> <li>● Discounts earned and lost report</li> <li>● Check Register</li> <li>● User friendly report writer for ad hoc inquiries/reports</li> <li>● Ability to generate fixed assets register by: <ul style="list-style-type: none"> <li>- Department/Division/Section</li> <li>- Location</li> <li>- Gain and Loss on asset sales</li> <li>- Projected Depreciation</li> <li>- Custodian</li> <li>- Cost Center wise</li> <li>- Asset depreciation per period</li> <li>- Period</li> <li>- Asset type</li> <li>- Asset name</li> <li>- Disposed assets</li> <li>- Bar code</li> <li>- Purchase date</li> <li>- Depreciation per month</li> <li>- Year to date depreciation</li> <li>- Cumulative depreciation</li> <li>- Net book value</li> </ul> </li> <li>● Generate asset depreciation register that gives the</li> </ul>	
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	<p>following details:</p> <ul style="list-style-type: none"> <li>- Asset type</li> <li>- Purchase amount</li> <li>- Year to date depreciation</li> <li>- Accumulated depreciation</li> <li>- Net book value"</li> <li>● Generate a report on fixed asset transactions history (i.e., fixed asset movements)</li> <li>● Generate unposted depreciation calculation report before transferring them to GL but after running depreciation in the assets module</li> <li>● Generate asset cost report</li> <li>● Generate asset report by major and minor category</li> <li>● Following activities should generate a report output: <ul style="list-style-type: none"> <li>-Asset transfer</li> <li>-Asset Disposals</li> <li>-Asset retirement in the form of sale, scrap, write off etc.</li> <li>-Asset addition"</li> </ul> </li> <li>● Generate automatic reconciliation report for GL and depreciation register</li> <li>● Generate Retirement Register by month / asset number by: <ul style="list-style-type: none"> <li>-department</li> <li>-location/region</li> <li>-account</li> <li>-account segment</li> <li>-retirement type"</li> </ul> </li> <li>● Create a history of market values for all the assets over any specified duration</li> </ul> <ul style="list-style-type: none"> <li>● Financial Dimension with Multi-Dimensional hierarchy</li> <li>● Support departments as Cost centers</li> <li>● Bank Management and Setup</li> <li>● Bank Reconciliation</li> <li>● Vendor Check Runs, aging Analysis and Electronic Payments</li> <li>● Budgeting with Revisions and Approvals</li> <li>● Commitments (Vote Book management) &amp; Commitment Budgeting</li> <li>● Dynamic planning, budgeting, and forecasting</li> <li>● Invoicing, Receipting and payment Vouchers management.</li> <li>● Imprest Management Modules (Imprest Issuance and Surrender) with web application (Workflow)</li> <li>● Expense Management, Business policies and Expense rules</li> <li>● Workflow and Embedded Document Management and Journal Approvals</li> <li>● Workflow for multi-level expense approvals</li> <li>● Ability to attach and view expense receipts and Invoices.</li> <li>● Integration with General Ledger and Accounts Payable</li> </ul>	
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	<ul style="list-style-type: none"><li>● Debt Management</li><li>● Performance Analytics</li></ul>	
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# **PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## **SECTION VI - GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as specified in the SCC.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “Base Date” means a date 30 day prior to the submission of tenders.
- n) “Laws” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “Letter of Acceptance” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “Procuring Entity” means the Entity named in the Special Conditions of Contract.

### **2. Interpretation**

2.1. If the context so requires it, singular means plural and vice versa.

#### **2.2. Incoterms**

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

### **3. Contract Documents**

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents

forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

#### 4. Fraud and Corruption

4.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

4.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person 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.

#### 4.1 Entire Agreement

4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.3 Non-waiver

a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the English Language, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### 6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

## 7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

## 8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## 9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

## 10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.2.2 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 thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.2.3 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.

10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, 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 due payments.

10.2.5 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.2.6 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

10.2.7 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.

### 10.3 Arbitration Proceedings

10.3.1 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. 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 it 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 or persons 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;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

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

### 10.3.3 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

### 10.4 Arbitration with Foreign Suppliers

10.4.1 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

10.4.2 The place of arbitration shall be a location specified in the SCC; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

### 10.5 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

### 10.6 Failure to Comply with Arbitrator's Decision

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

10.6.1 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.

### 10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract

unless they otherwise agree; and

b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

#### 11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

#### 12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

#### 13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

#### 14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

#### 15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.

15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (which would be the tender price), any partial payment valuation based on rates in the schedule of prices 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:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

#### 16. Terms of Payment

16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.

16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment

or arbitrage award.

#### 17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

#### 18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

#### 19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

#### 20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in the SCC;
- b) now or hereafter enters the public domain through no fault of that party;
- c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.



- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
21. Subcontracting
- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
22. Specifications and Standards
- 22.1 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.
23. Packing and Documents
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.
24. Insurance
- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
25. Transportation and Incidental Services
- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in

assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

## 26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## 27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

## 28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

## 29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or

administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

### 30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

### 31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### 32. Force Majeure

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

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
- b) the method of shipment or packing;
- c) the place of delivery; and
- d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time

required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Value Engineering: The Supplier 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) 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.

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in

(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### 34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

#### 35. Termination

##### 35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;

- ii) if the Supplier fails to perform any other obligation under the Contract; or
- iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.

b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

#### 35.2 Termination for Convenience.

a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

- i) to have any portion completed and delivered at the Contract terms and prices; and/or
- ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

#### 36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

#### 37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <b>Kenya Universities and Colleges Central Placement Service.</b>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <b>N/A</b>
GCC 4.2 (b)	The version edition of Incoterms shall be: <b>N/A</b>
GCC 8.1	For <b>notices</b> , the Placement Service address shall be: <b>Chief Executive Officer,</b> Postal address: <b>105166-00101, Nairobi.</b> Physical Address: <b>ACK Garden house, 1<sup>st</sup> Ngong Avenue, Community-Nairobi.</b> Telephone: <b>0723954927, 0734879662</b> Electronic mail address: <b>supplies@kuccps.ac.ke</b>
GCC 10.4.2	The place of arbitration shall be <b>Nairobi, Kenya.</b>
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]</i> .  The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <b>Shall not</b> be adjustable.
GCC 16.1	Payments shall be paid no later than <b>60 days</b> after Inspection and Acceptance and submission of invoice by the supplier.  There <b>shall be no</b> advance payment.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <b>90 days</b> .  The interest rate that shall be applied is 15 %
GCC 18.1	A Performance Security <b>Shall be required</b> The Performance security shall be <b>10%</b> of the contract sum.
GCC 18.3	If required, the Performance Security shall be in the form of: Demand Guarantee or Performance Bond  If required, the Performance security shall be denominated in: <b>Kes</b>
GCC 18.4	Discharge of the Performance Security shall take place: <b>As indicated in GCC 18.4</b>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <b>inclusive of manuals.</b>

<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: <b>N/A</b>
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms- <b>If applicable</b>
<b>GCC 25.2</b>	Incidental services to be provided are: <b>As indicated in GCC 25.2</b>
<b>GCC 26.1</b>	The inspections and tests shall be: <b>At the end of delivery period to confirm conformance to specifications and quantity.</b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <b>KUCCPS Offices</b>
<b>GCC 27.1</b>	The liquidated damage shall be: 15% per week
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 40%
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: one year For purposes of the Warranty, the place(s) of final destination(s) shall be: <b>ACK Garden House</b>
<b>GCC 28.5, GCC 28.6</b>	The period for repair or replacement shall be: <b>7 days.</b>
<b>GCC 33.6</b>	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be N/A



## SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

### FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

#### FORMAT

1. For the attention of Tenderer's Authorized Representative  
i) Name: [insert Authorized Representative's name]  
ii) Address: [insert Authorized Representative's Address]  
iii) Telephone: [insert Authorized Representative's telephone/fax numbers]  
iv) Email Address: [insert Authorized Representative's email address]  
[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: [email] on [date] (local time) This Notification is sent by (Name and designation)

3. Notification of Intention to Award

i) Employer: [insert the name of the Employer]  
ii) Project: [insert name of project]  
iii) Contract title: [insert the name of the contract]  
iv) Country: [insert country where ITT is issued]  
v) ITT No: [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer  
i) Name of successful Tender  
ii) Address of the successful Tender  
iii) Contract price of the successful Tender Kenya Shillings (in words )  
b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the

evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note
a)	One Reason Why Not Evaluated		
1			
2			
3			
4			
5			

(Note a) State NE if not evaluated

5. How to request a debriefing

a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three

(5) Business Days of receipt of this Notification of Intention to Award.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

i) Attention: [insert full name of person, if applicable]

ii) Title/position: [insert title/position]

iii) Agency: [insert name of Employer]

iv) Email address: [insert email address]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

i) Attention: [insert full name of person, if applicable]

ii) Title/position: [insert title/position]

iii) Agency: [insert name of Employer]

iv) Email address: [insert email address]

c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke).

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
- i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.
7. Standstill Period
- i) DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).
  - ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
  - iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature:      Name:                      Title/position:                      Telephone:  
                     Email:

**FORM NO. 2 - REQUEST FOR REVIEW**

FORM FOR REVIEW(r.203(1))

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**  
 APPLICATION NO.....OF.....20.....  
 BETWEEN

... APPLICANT

AND

... RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of  
 .....dated the...day of .....20.....in the matter of Tender No... of  
 .....20..... for (Tender description).

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
 address.....P. O. Box No..... Tel. No.....Email ....., hereby request the  
 Public Procurement Administrative Review Board to review the whole/part of the above mentioned  
 decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review  
 Board on.....day of .....20.....

SIGNED  
 Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

[Date]

To: [name and address of the Supplier]

Subject: Notification of Award Contract No. . . . . .

This is to notify you that your Tender dated [insert date] for execution of the [insert name of the contract and identification number, as given in the SCC] for the Accepted Contract Amount of [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: Name and Title of Signatory: Name of Agency:

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated] THIS AGREEMENT made the [insert: number] day of [insert: month], [insert: year]. BETWEEN (1) [insert complete name of Procuring Entity and having its principal place of business at [insert: address of Procuring Entity] (hereinafter called "Procuring Entity"), of the one part; and (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier"), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - a) the Letter of Acceptance
  - b) the Letter of Tender
  - c) the Addenda Nos. (if any)
  - d) Special Conditions of Contract
  - e) General Conditions of Contract
  - f) the Specification (including Schedule of Requirements and Technical Specifications)
  - g) the completed Schedules (including Price Schedules)
  - h) any other document listed in GCC as forming part of the Contract
- iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects

with the provisions of the Contract.

2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring

Entity Signed: [insert signature]

in the capacity of [insert title or other appropriate designation] In the presence of [insert identification of official witness] For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: [insert name and Address of Employer]

Date: [Insert date of issue]

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

1. We have been informed that (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with (name of Employer) \_\_\_\_\_ (the Employer as the Beneficiary), for the execution of (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (in words \_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

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

Note: All italicized text (including footnotes) is for use in preparing this form and shall be

deleted from the final product.

FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]

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

Beneficiary: [insert name and Address of Employer] Date: [Insert date of issue]

PERFORMANCE BOND No.:

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

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_ ] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ ] as Obligee (hereinafter called “the Employer”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day of \_\_\_\_\_, 20\_\_\_\_, for in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf \_\_\_\_\_

of By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]  
[Guarantor letterhead]

Beneficiary: \_\_\_\_\_ [Insert name and Address of Employer]

Date: \_\_\_\_\_ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: \_\_\_\_\_ [Insert guarantee reference  
number] Guarantor: [Insert name and address of place of issue, unless indicated in the  
letterhead]

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has  
entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the  
execution of \_\_\_\_\_ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance



payment in the sum \_\_\_\_\_ (in words \_\_\_\_\_) is to be made against an advance payment guarantee.

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

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_ day of \_\_\_\_\_, 20\_\_2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

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

## FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Assignment: [insert name of the assignment] to: [insert complete name of Procuring Entity]

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

I) We here by provide the following beneficial ownership information.  
Details of beneficial ownership

Identity of Beneficial Owner

Directly or indirectly holding 25% or more of the shares

(Yes / No)

Directly or indirectly holding 25 % or more of the Voting Rights

(Yes / No)

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

(Yes / No)

[include full name (last, middle, first), nationality, country of residence]

OR

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

OR

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

Directly or indirectly holding 25% or more of the shares. Directly or indirectly 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]