KIRINYAGA COUNTY WATER & SANITATION PLC
P.O BOX 360-10300, KERUGOYA
Official Tel: 0746555368
Customer Care Line: 0715413591
Email managingdirector@kicowasco.co.ke/info@kicowasco.co.ke
Website www.kicowasco.co.ke

TENDER DOCUMENT

FOR

ENTERPRISES RESOURCE PLANNING (ERP) SYSTEM IMPLEMENTATION & ICT INFRASTRUCTURE ENHANCEMENT PROJECT

KIRINYAGA COUNTY WATER & SANITATION PLC

TENDER NO.

KCWS/K-WASH/ERP/RFB1/2026

OCTOBER, 2026

TABLE OF CONTENTS

PREFACE **vi**

Invitation to Tender (ITT) **xi**

PART 1 - Tendering Procedures

viii
Section I - Instructions to Tenderers (ITT)
viii
Section II - Tender Data Sheet (TDS)
viii
Section III - Evaluation and Qualification Criteria ix
Section IV - Tendering Forms ix

PART 2 - Procuring Entity's Requirements **ix**
Section V - Requirements of the IS, including: ix
Section VI - Technical Requirements ix
Section VII - Implementation Schedule ix
Section VIII - System Inventory Tables ix
Section IX - Background and Informational Materials ix

PART 3 – Contract **ix**
Section X - General Conditions of Contract ix
Section XI - Special Conditions of Contract ic
Section XII - Contract Forms ix

Section I - Instructions to Tenderers **1**

A. GENERAL
1

1. Scope of Tender 1
2. Definitions 1
3. Fraud and Corruption 1
4. Eligible Tenderers 1
5. Eligible Goods and Services 3

B. Contents of Tendering Document **4**

6. Sections of Tendering Document 4

PART 1 - Tendering Procedures **4**
Section I - Instructions to Tenderers (ITT) 4
Section II - Tender Data Sheet (TDS) 4
Section III - Evaluation and Qualification Criteria 4
Section IV - Tendering Forms 4

PART 2 - Procuring Entity's Requirements **4**
Section V - Requirements of the Information Systems 4
Section VI - Technical Requirements 4
Section VII - Implementation Schedule 4
Section VIII - System Inventory Tables 4
Section IX - Background and Informational Materials 4

PART 3 – Contract **4**
Section X - General Conditions of Contract 4
Section XII - Special Conditions of Contract 4
Section XIII - Contract Forms 4

7. Clarification of Tendering Document, Site Visit, Pre-tender Meeting 5

8. Amendment of Tendering Document 5

C. PREPARATION OFTENDERS **5**

9. Cost of Tendering 5
10. Language of Tender 5
11. Documents Comprising the Tender 5
12. Form of Tender and Price Schedules 6
13. Alternative Tenders 6
14. Documents Establishing the Eligibility of the Information System 7
15. Documents Establishing the Eligibility and Qualifications of the Tenderer 7
16. Documents Establishing Conformity of the Information System 8
17. Tender Prices 8
18. Currencies of Tender and Payment 9
19. Period of Validity of Tenders 10
20. Tender Security 10
21. Format and Signing of Tender 11

D. Submission and Opening of Tenders **11**

22. Submission, Sealing and Marking of Tenders 11
23. Deadline for Submission of Tenders 12
24. Late Tenders 12
25. Withdrawal, Substitution, and Modification of Tenders 12
26. Tender Opening 12

E. Evaluation and Comparison of Tenders **13**

27. Confidentiality 13
28. Clarification of Tenders 13
29. Deviations, Reservations, and Omissions 13
30. Determination of Responsiveness 14
31. Nonmaterial Non-conformities 14
32. Correction of Arithmetical Errors 14
33. Conversion to Single Currency 15
34. Margin of Preference and Reservations 15
35. Evaluation of Tenders 15
36. Comparison of Tenders 17
37. Abnormally Low Tenders and Abnormally High Tenders 17
38. Unbalanced or Front-Loaded Tenders 17
39. Eligibility and Qualification of the Tenderer 18
40. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders 18
41. Standstill Period 19
42. Notice of Intention to ward 19

F. Award of Contract **19**

43. Award Criteria 19
44. Procuring Entity's Right to Vary Quantities at Time of Award 19
45. Notification of Award 19
46. Debriefing by the Procuring Entity 19
47. Signing of Contract 19
48. Performance Security 20
49. Adjudicator 20
50. Procurement Related Complaint 20

SECTION II - TENDER DATA SHEET (TDS) **21**

SECTION III - EVALUATION AND QUALIFICATION CRITERIA **28**

1. General Provision 28
2. Evaluation and contract award Criteria 28
3. Preliminary examination for Determination of Responsiveness 28

4. Assessment of adequacy of Tender's Proposal in connection with Procuring Entity's IT Requirements 29
5. Tender Evaluation (ITT 36.5) - Price evaluation 29
6. Alternative Tenders (ITT 13.1) 29
7. Apply Margin of Preference 29
8. Post qualification and Contract ward 29
9. QUALIFICATION 29
10. Personnel 29

SECTION IV - TENDERING FORMS 37

1. FORM OF TENDER 37
a. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE 40
b. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION 43
c. SELF-DECLARATION FORM 44
d. APPENDIX 1- FRAUD AND CORRUPTION 47

2. Price Schedule Forms 49
a. Grand Summary Cost Table 50
b. Supply and Installation Cost Summary Table 50
c. Recurrent Cost Summary Table 51
d. supply and Installation Cost Sub-Table 52
e. Recurrent Cost Sub-Table 53
f. Country of Origin Code Table 54

QUALIFICATION FORMS 53

3 FOREIGN TENDERERS 40% RULE 55
4. Form ELI-1 Tenderer Information Form 56
5. Form ELI-1 Tenderer's JV Members Information Form 57
6. Form CON – 1 Historical Contract Non-Performance and Pending Litigation. 58
7. Form EXP -1 Experience - General Experience 59
8. Form EXP – 2 Specific Experience 60
9. Form EXP – 2 (cont.) Specific Experience(cont.)
10. Form CCC-1 Summary Sheet: Current Contract Commitments / Work in Progress 61
11. Form FIN –1 Financial Situation 61
12. Form FIN –2 Average Annual Turnover 62
13. Form F-3 Financial Resources 62
14. Personnel Capabilities 62
15. Intellectual Property Forms 63
16. Conformance of Information System Materials 66

17. PART 2 – PROCURING ENTITY'S REQUIREMENTS 71

Section V - Requirements of the Information System 72

1. Technical Requirements 72
a. Acronyms Used in the Technical Requirements 73
b. Functional, Architectural and Performance Requirements 74
c. Service Specifications - Supply & Install Items 75
d. Technology Specifications - Supply & Install Items 80
e. Implementation Schedule 81
f. System Inventory Tables 83

2. Notes on preparing the System Inventory Tables 84
a. System Inventory Table (Supply and Installation Cost ITEMS) 84
b. System Inventory Table (Recurrent Cost ITEMS) 85

3. *Notes on Background and Informational Materials* *86*
a. Background 86

B. Informational Materials 86

PART 3 – Conditions of Contract and Contract Forms 88

Section VI - General Conditions of Contract **General Conditions of Contract 89**
1. Contract and Interpretation 89
2. Contract Documents 92
3. Interpretation 92
4. Notices 93
5. Governing Law 94
6. Fraud and Corruption 94
7. Scope of the System 94
8. Time for Commencement and Operational Acceptance 95
9. Supplier's Responsibilities 95
10. Procuring Entity's Responsibilities 96
11. Contract Price 97
12. Terms of Payment 97
13. Securities 97
14. Taxes and Duties 98
15. Copyright 98
16. Software License Agreements 99
17. Confidential Information 100
18. Representatives 100
19. Project Plan 101
20. Subcontracting 102
21. Design and Engineering 103
22. Procurement, Delivery, and Transport 104
23. Product Upgrades 105
24. Implementation, Installation, and Other Services 106
25. Inspections and Tests 106
26. Installation of the System 106
27. Commissioning and Operational Acceptance 107
28. Operational Acceptance Time Guarantee 108
29. Defect Liability 109
30. Functional Guarantees 110
31. Intellectual Property Rights Warranty 111
32. Intellectual Property Rights Indemnity 111
33. Limitation of Liability 112
34. Transfer of Ownership 112
35. Care of the System 113
36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification 113
37. Insurances 114
38. Force Majeure 115
39. Changes to the System 116
40. Extension of Time for Achieving Operational Acceptance 113
41. Termination 119
42. Assignment 122
43. Settlement of Disputes 122

Section VII - Special Conditions of Contract 124

A. Contract and Interpretation 124
B. Subject Matter of Contract 124
C. Payment 125
D. Intellectual Property 126
E. Supply, Installation, Testing, Commissioning, and Acceptance of the System 129
F. Guarantees and Liabilities 131
G. Risk Distribution 132

H. Change in Contract Elements 133
I. Settlement of Disputes 133

Section XIII - Contract Forms 134

1. Contract Forms 135
   a) Notification of Intention toward 135
   b) Letter of Award 137
2. Contract Agreement 138
3. APPENDIXES 140
   Appendix 1. Supplier's Representative 140
   Appendix 2. Adjudicator *[if there is no Adjudicator, state "not applicable"]* 141
   Appendix 3. List of Approved Subcontractors 142
   Appendix 4. Categories of Software Appendix 5. Custom Materials 143
   Appendix 6. Revised Price Schedules (if any) 145
   Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments 146
4. Performance and Advance Payment Security Forms 147
5. Installation and Acceptance Certificates *(insert format)* 149
6. Change Order Procedures and Forms 151
7. Beneficial Owenership Disclosure Form 151

PREFACE

1. This Standard Tender Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by Procuring Entities (PEs) for Procurement of Information Technology under competitive tendering methods as defined in the Public Procurement and Asset Disposal Act (2015). The procedures and practices presented in this STD reflect the requirements in the said Act and its Regulations.

2. Regarding Joint Ventures (JVs), the Procuring Entity should allow not too high a number of JV members, a number above 5 is considered an unmanageable crowd, perhaps of small tenderers gathered to meet the qualification criteria; two or three JV Members are considered reasonable numbers.

3. Regarding cases being considered for abnormally low or high tenders, the bench mark should be the Procuring Entity's estimate in the Procurement Plan or other estimate based on commercial rates. It is expected that a Procuring Entity should call for Tenders with a clear idea of what to expect as a reasonable tender price. In case of abnormally low or high tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering process or (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document

4. This STD will be used by Procuring Entities on a mandatory basis. Lack of its use could be basis for challenging the procurement process and decision on contract award. Procuring Entities and other Users should ensure that they are using the latest version of the STD, which can be verified with PPRA.

5. The STD is comprised of the parts indicated on the Table of Contents. Before using this STD, the Users are advised to familiarize themselves with the Act and the Public Procurement and Asset Disposal Regulations, 2020 (the **Regulations**), Circulars and manuals prepared and issued by PPRA and other government agencies to guide Public Entities in the conduct of the public procurement process.

6. It is not expected that all Information Technology will be sourced from national Suppliers only. So, this document will be used for National and International Tendering Procedures. It is applicable to the procurement of Information Technology after a process of selecting or pre-qualifying Suppliers and going through a one-stage Invitation to Tender. In the event that the service requires foreign Suppliers, the document will be amended easily to accommodate them, by allowing use of foreign currency and, if so required, allowing margin of preference, and international dispute resolution mechanisms.

7. The Invitation to Tender is appropriate for complex procurement where the Procuring Entity's (Employer) requirements are specified in terms of business /functional /technical requirements, thus allowing the Suppliers to provide a proposal on how to meet those requirements. ***The more complex method is to solicit non-priced technical proposals to address these business/functional requirements, thus allowing the Entity to look at the requirements and arrive at which proposal fulfill the requirements.*** So, this document is prepared for Procuring Entities to Invite for Tenders based on highly prepared and detailed business/ functional/ technic all requirements, (assisted by qualified Information Technology Professionals) and invite for tenders from selected Suppliers in same way as it is done for procurement of Goods. Care must be taken to differentiate business/functional requirements of Information Technology from stand-alone IT equipment requirements normally procured following the procedure for Procurement of Goods.

8. Information Technology (involving business/functional systems requirements) that may best be procured using this document include:

   i) complex business applications, (e.g., an integrated commercial banking system, a treasury management system, etc.).

   ii) a system requiring extensive software development.

   iii) complex information technologies (e.g., large scale data processing equipment, systems including highly specialized equipment such as graphics workstations, plotters, photographic equipment such as for advanced cadasters, systems requiring large-scale high-speed telecommunications).

   iv) systems involving extensive technical services for design, development, customization, installation, training, operations and technical support.

   v) a combination of the above**.**

9. During preparation of the tender document, the Procuring Entity should specify whether to allow the following:

   i) International Tender,

   ii) Margin of Preference,

   iii) Reservations

   iv) Pre-qualification

   v) Alternative tenders

   vi) Requirement on Foreign tenderers to source at least 40% of their supplies from citizen contractors

10. This document will be customized to suit the needs of the Procuring Entity. **No changes should be made** to Instructions to Tenderers (ITT) and to the General Conditions of Contract (GCC). These two sections will be modified to suit the Procuring Entity's requirement in the Tender Data Sheets (TDS) and in the Special Conditions of Contract (SCC), respectively. The Cover Page of this document, the Preface, Guidelines or notes to users and the Invitation to Tender should not be part of the tender Document to be issued to Tenderers.

11. PPRA welcomes any comments from the Users of this STD which will assist in revising (if need be) and improving the structure and contents of the STD.

Director General
Public Procurement Regulatory Authority (PPRA)

APPENDIX TO THE PREFACE

GUIDELINES FOR PREPARING TENDER DOCUMENTS

1. GENERAL

1.1 Page 1 (The Heading of the Document), the Preface and its Annexes (if any), this Guidance to the Procuring Entity in preparing tender document to be issued to the Tenderers, and the Invitation to Tender shall not be included in the Document to be issued to Tenderers. The Document to be issued to Tenderers shall star with the page titled "This Page, NAME, LOGO AND ADDRESS OF THE PROCURING ENTITY, NAME AND IDENTIFICATION OF TENDER", including all the other material on the page completed appropriately.

1.2 If in the course of preparing a Tender Document or evaluating a tender/tenders following the criteria in the standard tender document, a Procuring Entity finds a provision it does not understand or agree with, it shall contact PPRA for clarifications before it changes anything, otherwise it will be considered as violating procurement rules.

1.3 The Procuring Entity should confirm that the requirements to be procured is/are in its approved Procurement Plan and budgeted for. It should also confirm the estimated cost of the contract (s), including the estimated time for executing the contract. The cost estimate helps the Procuring Entity determine the applicable procurement method to be used and the determination if the lowest evaluated cost is unrealistically too low or too high. Prior to finalizing the Tender Document, it is advisable for the Procuring Entity to recheck these estimates

1.4 The estimates must be prepared by an expert in the field of the subject contract i.e., by Engineers, IT Specialists, or Procurement Specialists, or other experts depending on the items to be procured. The Estimates should be based on current market prices or on data collected by the Procuring Entity based on past (*but not historic*) contracts.

1.5 The purpose of the estimates is to enable the Procuring Entity determine amounts of money to be inserted in the Tender Document for:

i) The Tender Security to be inserted in the Tender Document *should be expressed in absolute value which should not be more than 2% of the tender as valued by the Procuring Entity. It is advisable that the larger the estimated contract value, the smaller the required percentage of the tender security.*

ii) The minimum amount of money required for the tenderer to demonstrate that the tenderer 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 contract execution cash flow requirements, net of the Tenderer's other commitments. *Usually, the assets should be about 2-3months cash flow requirements based on the estimated completion time.*

iii) The minimum amount of money required as an average annual turnover for the tenderer to demonstrate that the tenderer is a prime IT service provider. *Usually, the minimum amount of money is about 2.50 times the estimated cost of the contract(s).*

iv) The amount of money required to determine specific experience of the tenderer based on the minimum size of contract (s) substantially completed and that are similar to the proposed contract. *Normally the minimum amount of money required is about 80% of the estimated cost of the contract.*

2. PART 1 – TENDERING PROCEDURES

i) Section I - Instructions to Tenderers (ITT)

This Section provides relevant information to help tenderers prepare their tenders. Information is also provided on the submission, opening, and evaluation of tenders and on the award of Contracts. Section I contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

ii) Section II - Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers. This section shall be completed appropriately by the Procuring Entity and not by a Tenderer. In any case, the Procuring Entity shall not add any item in the TDS not included in the Standard Tender Document.

iii) Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Lowest Evaluated Tender that would be considered for contract award; that is the tenderer that meets the qualification criteria and whose tender has been determined to be:

a) Substantially responsive to the bidding document, and

b) The lowest evaluated cost.

No other criteria on shall be added by the Procuring Entity. Some parts of this section may be omitted by the Procuring Entity (and not by a Tenderer) to suit the subject procurement. For example, in some cases evaluation may not include Margin of Preference, so any reference to considerations for Margin of Preference will be omitted. The Procuring Entity will complete the parts of the Criteria on only as guided and allowed in this section. For example, if the criterion provides "Post qualification and Contract ward" and lists an item that says "Other conditions…….", the Entity shall only include the conditions that are allowed in the Standard Tender Document.

iv) Section IV – Tendering Forms

This Section includes the Form of Tender and other forms to be submitted; e.g. priced Schedules of Requirements, Bills of Quantities, Schedules of technical proposal, including technical and financial qualifications, personnel, financial resources, equipment, Tender Security and others to be completed and submitted by the Tenderer as part of its Tender.

3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS

This Section contains the Procuring Entity's Schedules of Requirements, Specifications, Drawings, and supplementary information that describe the items to be procured. The Requirements shall also include (if so required) the environmental, social, health and safety requirements to be satisfied by the Tenderer in executing the contract.

4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

i) **Section VIII-General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied in all contracts. This Section contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

iii) **Section IX - Special Conditions of Contract (SCC)0**

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Procuring Entity.

(iv) **Section X - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms, when required, shall only be completed by the successful Tender after Contract award.

INVITATION TO TENDER
DATE: 13th October, 2026

TENDER NAME: ENTERPRISES RESOURCE PLANNING (ERP) SYSTEM IMPLEMENTATION & ICT INFRASTRUCTURE ENHANCEMENT PROJECT.

TENDER REF NO: KCWS/K-WASH/ERP/RFB1/2026

1.1 The Kirinyaga County Water & Sanitation PLC invites sealed bids from eligible candidates for the Enterprises Resource Planning (ERP) System Implementation & Ict Infrastructure enhancement Project.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kirinyaga County Water & Sanitation PLC located at along Kerugoya- Karatina road opposite Kerugoya stadium Procurement Office from 8a.m to 1 Pm and 2pm – 5 Pm from Friday to Friday excluding public holidays.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non- refundable fees of Kshs. 1,000 in cash or Bankers cheque payable Kirinyaga County Water & Sanitation PLC. Further, the bid document may be downloaded free of charge from www.kicowasco.co.ke or info@kicowasco.co.ke

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Kirinyaga County Water & Sanitation PLC located at Company Headquarters customer care office or be addressed to *(Procuring entity name and address)* Kirinyaga County Water & Sanitation PLC P.0 Box 360 – 10300 Kerugoya so as to be received on or before **Wednesday 28th October, 2026 at 12.00. Noon** Electronic Tenders will not be permitted.

1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **182 days** from the closing date of the tender.

1.6 All Tenders must be accompanied by a tender security of 2% of the tender sum

1.7 Bidders must serialize their bid document in the format of 1, 2, 3, 4……

1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Kirinyaga County Water & Sanitation PLC main office situated at Kerugoya- Karatina road opposite Kerugoya stadium, P.O Box 360-10300 KERUGOYA at our company Boardroom hall**.

Late tenders will be rejected.

{Authorized official (name, designation, signature and date)}

Name: DR. Cyrus Munyua Ph.D

Designation: Managing Director

DATE: 13th October, 2026

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

Section I - Instructions to Tenderers

A. GENERAL

1. Scope of Tender

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

2. Definitions

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

2.3 Throughout this tendering document:

a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;

b) If the context so requires, "singular" means "plural" and vice versa; and

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

d) "Information System" shall carry the same meaning as "Information Technology".

3. Fraud and Corruption

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

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

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

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

4 Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of Intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the

Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

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

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

a. Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

b. Receives or has received any direct or indirect subsidy from another Tenderer; or

c. Has the same legal representative as another Tenderer; or

d. Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

e. Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Tender; or

f. Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity as Project Manager for the Contract implementation; or

g. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

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

i. Are directly or in directly involved in the preparation of the tendering document or specifications of the Contract, and/ or the Tender evaluation process of such Contract. or

ii. Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

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

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

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

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.

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

entity in that country.

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

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

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

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

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

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

5 Eligible Goods and Services

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

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

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

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

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

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

B. CONTENTS OF TENDERING DOCUMENT

6 Sections of Tendering Document

PART 1 - Tendering Procedures

Section I - Instructions to Tenderers (ITT)

Section II - Tender Data Sheet (TDS)

Section III - Evaluation and Qualification Criteria

Section IV - Tendering Forms

PART 2 - Procuring Entity's Requirements

Section V - Requirements of the Information Systems

Section VI - Technical Requirements

Section VII - Implementation Schedule

Section VIII - System Inventory Tables

Section IX - Background and Informational Materials

PART 3 - Contract

Section X - General Conditions of Contract

Section XII - Special Conditions of Contract

Section XIII - Contract Forms

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

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

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

7 Site Visit

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

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

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

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

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

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

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

9 Clarification of Tender Documents

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

10 Amendment of Tendering Document

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

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

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

C. PREPARATION OF TENDERS

11 Cost of Tendering

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

12 Language of Tender

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

13 Documents Comprising the Tender

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

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

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

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

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

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

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

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

b. Standard and Custom Software;

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

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

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

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

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

14 Form of Tender and Price Schedules

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

15 Alternative Tenders

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

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

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

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

16 Documents Establishing the Eligibility of the Information System

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

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

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

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

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

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

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

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

18 Documents Establishing Conformity of the Information System

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

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

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

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

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

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

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

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

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

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

19 Tender Prices

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

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

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

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

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

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

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

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

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

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

c) Inland transportation.

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

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

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

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

20 Currencies of Tender and Payment

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

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

21 Period of Validity of Tenders

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

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

22 Tender Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Format and Signing of Tender

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

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

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

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

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

D. SUBMISSION AND OPENING OF TENDERS

24 Submission, Sealing and Marking of Tenders

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

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

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

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

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

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

24.2 The inner envelopes shall:

a) Bear the name and address of the Tenderer;

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

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

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

The outer envelopes shall:

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

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

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

25 Deadline for Submission of Tenders

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

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

26 Late Tenders

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

27 Withdrawal, Substitution, and Modification of Tenders

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

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

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

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

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

28 Tender Opening

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

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

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

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

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

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

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

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

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

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

c) Any alternative Tenders; and

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

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

E. Evaluation and Comparison of Tenders

29 Confidentiality

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

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

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

30 Clarification of Tenders

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

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

31 Deviations, Reservations, and Omissions

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

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

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

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

32 Determination of Responsiveness

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

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

a) If accepted, would:

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

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

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

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

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

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

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

33 Non-material Non-conformities

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

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

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

34 Correction of Arithmetical Errors

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

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

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

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

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

35 Conversion to Single Currency

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

36 Margin of Preference and Reservations

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

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

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

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

37 Evaluation of Tenders

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

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

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

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

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

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

38 Preliminary Examination

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

39 Technical Evaluation

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

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

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

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

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

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

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

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

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

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

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

40 Financial/ Economic Evaluation

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

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

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

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

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

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

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

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

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

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

41 Comparison of Tenders

41.1 The Procuring Entity shall compare all substantially responsive Tenders in accordance with ITT 35.6 to

determine the lowest evaluated cost.

42 Abnormally Low Tenders and Abnormally High Tenders

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

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

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

Abnormally High Tenders

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

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

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

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

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

43 Unbalanced or Front-Loaded Tenders

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

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

a) Accept the Tender; or

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

c) Reject the Tender.

44 Eligibility and Qualification of the Tenderer

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

44.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 15.

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

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

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

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

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

45.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

46 Award Criteria

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

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

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

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

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

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

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

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

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

49 Standstill Period

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

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

50 Debriefing by the Procuring Entity

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

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

51 Letter of Award

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

52 Signing of Contract

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

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

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

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

53 Performance Security

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

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

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

49 Publication of Procurement Contract

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

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

50. Adjudicator

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

51. Procurement Related Complaints and Administrative Review

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

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

SECTION II – TENDER DATA SHEET (TDS)

The following specific data 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
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: **KCWS/K-WASH/ERP/RFB1/2026** The Procuring Entity is: ***Kirinyaga County Water & Sanitation PLC*** The name of the Contract is: **ENTERPRISES RESOURCE PLANNING (ERP) SYSTEM IMPLEMENTATION & ICT INFRASTRUCTURE ENHANCEMENT PROJECT.**
~~**ITT 1.2(a)**~~ **ignore**	~~*[delete if not applicable]*~~ ~~**Electronic Procurement System**~~ ~~The Procuring Entity shall use the following electronic procurement system to manage this Tendering process:~~ ~~***[insert name of the e-system and full address or link]***~~ ~~The electronic procurement system shall be used to manage the following aspects of the Tendering process:~~ ~~***[list aspects here and modify the relevant parts of the TDS accordingly e.g., issuing Tendering document, submissions of Tenders, opening of Tenders]***~~
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: ***N/A***
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with**: N/A**
	B. Contents of Tendering Document
ITT 6.1	(a) Address where to send enquiries is **P.O Box 360-10300, Kerugoya** and info@kicowasco.co.ke to reach the Procuring Entity not later than **Wednesday 28th October, 2026 at 12.00 Noon.** (b) The Procuring Entity publish its response at the website www.kicowasco.co.ke
ITT 6.2	A pre-tender conference will **not be held**
ITT 6.3	The questions to reach the Procuring Entity not later than **Wednesday 21st October, 2026 at 5.00 p.m.**
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website **N/A**.
	C. Preparation of Tenders
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender:
ITT 12.1	Alternative Tenders ***"shall not be"*** considered. ***[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details]***
ITT 13.5	The prices quoted by the Tenderer ***shall not*** be subject to adjustment during the performance of the Contract.
~~**ITT 13.6**~~	~~Prices quoted for each lot (contract) shall correspond at least **to *[insert figure]*** percent of the items specified for each lot (contract).~~ ~~Prices quoted for each item of a lot shall correspond at least to ***[insert figure]*** percent of the quantities specified for this item of a lot.~~
ITT 13.8 (a) (i) and (iii)	Place of final destination: ***Kirinyaga County Water & Sanitation PLC - stores***
ITT 13.8 (a)	Final Destination (Project Site) is ***Kirinyaga County Water & Sanitation PLC***

ITT Reference	Particulars Of Appendix To Instructions To Tenders
(iii)	
ITT 13.8 (b) (i)	Named place of destination, in Kenya is
ITT 13.8 (b) (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 which is _____
13.8 (c) (iv)	The place of final destination (Project Site) is ***Kirinyaga County Water & Sanitation PLC***
ITT 14.2	Foreign currency requirements **not allowed.**
~~**ITT 15.4 (Ignore)**~~	~~Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***[insert duration]***~~
ITT 16.2 (a)	Manufacturer's authorization is: ***[required"]***
ITT 16.2 (b)	After sales service is: ***["not required"]***
ITT 17.1	The Tender validity period shall be ***182*** days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be _____days. (b) The Tender price shall be adjusted by the following percentages of the tender price: *(i)* By _____% of t*he local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and* *(ii) By_____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.*
ITT 18.1	***[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]*** A *Tender Security* **[*insert "shall be" or "shall not be"*]** required. A Tender-Securing Declaration **[*insert "shall be" or "shall not be*"]** required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be _____ **[*If a Tender Security is required, insert amount and currency of the Tender Security. Otherwise insert "Not Applicable".] [In case of lots, please insert amount and currency of the Tender Security for each lot]*** *[Note: Tender Security is required for each lot as per amounts indicated against each lot].*
ITT 19.1	In addition to the original of the Tender, the number of copies is**: ONE COPY(*Original and a copy*)**
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: *[Power of attorney of the signatory].***
	D. Submission and Opening of Tenders
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: **Shall be delivered to the Managing Directors office and stamped including date of receiving.**
ITT 21.1	For **Tender submission purposes** only, the Procuring Entity's address is: ***[This address may be the same as or different from that specified under provision ITT 7.1 for clarifications]*** Attention: *[[insert full name of person, if applicable]* l Address: *[insert address]* Cal Address: City, Street, Building name, Floor Number and Room number. hone: *[insert telephone number, including country and city codes]* ronic mail address: *[insert email address, if applicable]* **The deadline for Tender submission is:** Date: **Wednesday 28th October, 2026 (EAT)**

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	Time: ***12.00 noon.*** *[Note: The date and time should be the same as those provided in the Specific Procurement Notice - Request for Tenders, unless subsequently amended pursuant to ITT 22.2.]* Tenderers **[*"shall not"*]** have the option of submitting their Tenders electronically. ~~*[Note: The following provision should be included and the required corresponding information inserted only if tenderers have the option of submitting their Tenders electronically. Otherwise omit.]*~~ ~~The electronic Tendering submission procedures shall be: ***[insert a description of the electronic Tendering submission procedures]***~~
ITT 24.1	The Tender opening shall take place at: **Kirinyaga County Water & Sanitation PLC** Postal Address: ***P.O. Box 360-10300*** Physical Address: **Main office situated at Kerugoya- Karatina road opposite Kerugoya stadium** Date: **Wednesday 28th October, 2026** Time: ***12.00 Noon***
ITT 24.6	The number of representatives of the Procuring Entity to sign is _____4_____.
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: _____
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: ***Kenya Shillings*** The source of exchange rate shall be: ***The Central Bank in Kenya.*** The date for the exchange rate shall be*:* **Wednesday 28th October, 2026.**
ITT 32.3	A margin of preference and/or reservation ***shall NOT APPLY*** and the tender is not reserved for the 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 OPEN _____who shall be duly registered with_____ *(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which group qualifies).*
ITT 33.2	**Price evaluation will be done for *Items***
ITT 33.2 (d)	Additional evaluation factors are in the **evaluation Criteria**_____
	F. Award of Contract
ITT 41.1	The maximum percentage by which quantities may be increased is: ***[insert percentage]*** The maximum percentage by which quantities may be decreased is: ***[insert percentage]***
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed _____% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security if so required shall be in the sum of **N/A**
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	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: *[insert full name of person receiving complaints]* Title/position: *[insert title/position]* Procuring Entity: *[insert name of Procuring Entity]* Email address*: [insert email address]* In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Tendering Documents; and **2.** the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

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

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

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

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

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

OPTION 1

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

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

OPTION 2

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

2 Evaluation and contract award Criteria

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

3 Preliminary examination for Determination of Responsiveness

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

A. STAGE ONE: MANDATORY REQUIREMENTS

MR	REQUIREMENTS	YES/NO
MR 1	The bidder MUST provide a certified copy of the Certificate of Incorporation/Registration in Kenya issued by the Registrar of Companies, showing at least three (3) years of existence at the tender closing date.	
MR 2	MUST provide a certified copy of a valid Tax Compliance Certificate issued by the Kenya Revenue Authority (KRA), valid on the tender closing date.	
MR 3	MUST submit a duly completed, signed and stamped technical proposal submission form.	
MR 4	MUST provide a certified copy of CR12 showing company directors, issued within the preceding twelve (12) months.	
MR 5	MUST submit a certified copy of the current valid business permit for the tender closing year.	
MR 6	MUST submit a written power of attorney authorizing the signatory to commit the bidder, witnessed by a Commissioner of Oaths.	
MR 7	MUST sequentially paginate/serialize the entire tender submission, including all attachments, from the first page to the last page in the format 1, 2, 3, 4….	
MR 8	MUST provide a detailed Work Plan	

N/B: ALL THE ABOVE REQUIREMENTS MUST BE MET TO QUALIFY FOR THE SECOND STAGE.

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

TECHNICAL EVALUATION

B. STAGE TWO: TECHNICAL EVALUATION CRITERIA

S/NO.	EVALUATION CRITERIA	EVALUATION ATTRIBUTE	MAXIMUM SCORE
T.S.1	Previous Assignments	FIRM EXPERIENCE — 20 MARKS • Demonstrate completed similar assignments involving implementation of integrated ERP systems for water utilities, private or public institutions or comparable organizations within the last five (5) years. Each assignment must have a contract value of at least KES 1,000,000 and cover at least three integrated functions, including finance and at least two of billing/customer management, procurement/stores, HR/payroll or technical/asset management. • Award 5 marks per qualifying completed assignment, up to four (4) assignments: 4 × 5 = 20 marks. Count each assignment once. • Attach certified copies of contracts, LSOs or award letters establishing scope/value, together with completion/acceptance certificates or client confirmation letters and client contact details.	20 marks
T.S.2	KEY PERSONNEL	ATTACH SIGNED CVS, ACADEMIC/PROFESSIONAL CERTIFICATES, SUBMIT ONE CV PER POSITION	
ERP PROJECT MANAGER / TEAM LEADER		ERP PROJECT MANAGER / TEAM LEADER — 10 MARKS • Bachelor's degree in Computer Science, Information Technology, Information Systems, Engineering, Business Administration or a related field. (7 marks) • At least seven (2) years of relevant ERP/ICT project implementation experience. (3 marks)	10 marks
ERP TECHNICAL / SOLUTION ARCHITECT		ERP TECHNICAL / SOLUTION ARCHITECT — 10 MARKS • Bachelor's degree in Computer Science, Software Engineering, Information Technology or a related field. (7 marks) • At least five (2) years of experience in ERP development, configuration and system integration. (3 marks)	10 marks
FINANCE, PROCUREMENT AND HR/PAYROLL FUNCTIONAL SPECIALIST		FINANCE, PROCUREMENT AND HR/PAYROLL FUNCTIONAL SPECIALIST — 10 MARKS • Bachelor's degree in Accounting, Finance, Business Information Systems, Business Administration, Social Sciences or a related field. (7 marks) • At least five (3) years of experience in ERP business-process analysis and functional implementation. (3 marks)	10 marks
WATER BILLING, GIS AND NRW SPECIALIST		WATER BILLING, GIS AND NRW SPECIALIST — 10 MARKS • Bachelor's degree in GIS, Geospatial Engineering, Geomatics, Information Technology, Water Engineering or a related field. (7 marks) • At least five (3) years of experience in utility billing, GIS or water-information systems. (3 marks)	10 marks

S/NO.	EVALUATION CRITERIA	EVALUATION ATTRIBUTE	MAXIMUM SCORE
TRAINING AND SUPPORT SPECIALIST		TRAINING AND SUPPORT SPECIALIST — 10 MARKS • Bachelor's degree in economics, business studies, Human Resources, Social Sciences, Information Technology, Computer Science, Information Systems or a related field. (7marks) • At least five (5) years of Training, and application-support experience. (3 marks)	10 marks
T.S.3	Methodology and Approach	• System analysis, design and implementation approach: current-system review; departmental consultations and process/workflow mapping; functional requirements and fit-gap design; configuration/customization and phased deployment approach; integration approach for banks/payments, IFMIS, Microsoft Office and existing systems. • Data migration, quality assurance and commissioning approach: data inventory, cleansing and mapping; trial migration and balance/record reconciliation; functional, integration, security and performance testing; user acceptance testing and documented sign-off; cutover, rollback and continuity arrangements. • Training, technology transfer and support approach: role-based training meeting the TOR durations—one executive session, at least three days for champions, five working days for users and five working days for administrators; manuals, source-code handover and administrator knowledge transfer; change management and adoption support; at least one month onsite stabilization and one-year free support; at least two years' support/maintenance with local support, two-hour SLA response and escalation arrangements.	15 marks
T.S.4	Understanding of Assignment	• ERP scope and project components: clear coverage of finance, procurement/stores, HR/payroll, CRM, billing/GIS and customer self-service; coverage of NRW, sanitation/pro-poor services, laboratory/technical operations, projects, fleet/assets, ICT, internal audit, e-board, MD's office and business intelligence. • Key technical and operational requirements: integrated web-based architecture, centralized data and scalability for approximately 110 staff; role-based access, approval workflows and audit trails; minimum 99.9% availability, automatic offsite backup and recovery arrangements. • KICOWASCO operating context and risks: current separate billing, payroll and accounting systems and reconciliation challenges; online/offline field meter reading, GIS location validation and customer-service continuity; revenue collection, payment integration, NRW and operational reporting needs; data quality, sensitive-data security, user adoption and third-party interface dependencies.	10 marks
T.S.5	Work Plan	• Detailed Gantt chart with logical sequencing: activity durations and dependencies; milestone and deliverable dates; vendor/KICOWASCO staff allocations and required resources.	5 marks
	TOTAL MARKS		100 marks

N/B: THE PASS MARK IS 80%. BIDDERS WHO SCORE LESS THAN 80 MARKS OUT OF 100 SHALL BE DISQUALIFIED FROM PROCEEDING TO FINANCIAL EVALUATION.

_____ Points

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

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

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

b) Work plan *[Insert points]*

c) Organization and staffing *[Insert points]*

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

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

iii) Conformity to Technical Specifications

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

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

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

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

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

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

f) Implementation Schedule. *[Insert points]*

g) System Inventory. *[Insert points]*

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

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

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

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

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

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

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

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

f) ETC.

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

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

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

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

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

Total weight: 100%

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

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

a) Relevance of training program [Insert points]

b) Training approach and methodology [Insert points]

c) Qualifications of experts and trainers [Insert points]

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

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

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

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

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

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

FINANCIAL EVALUATION

Tenderers who score less than the required pass will be automatically disqualified. Tenderers who pass the technical evaluation will be evaluated further.

5 Tender Evaluation (ITT 35.5)

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

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

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

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

_____

_____

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

i) Number of years for implementation

ii) *Hardware maintenance*

iii) *Software licenses and updates*

iv) *Technical services*

v) *Telecommunication services, and*

vi) *Other services (if any).*

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

6 Alternative Tenders (ITT13.1)

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

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

7 Apply Margin of Preference

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iv) Other conditions depending on their seriousness.

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

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

b) Pending Litigation

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

c) Litigation History

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

9 QUALIFICATIONFORM

Item No.	*Qualification Subject*	*Qualification Requirement to be met*	*Document To be Completed by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
1	2.1.1 Nationality	Nationality in accordance with ITT 4.5.	Form ELI –2.1.1 and 2.1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	2.1.2 Conflict of Interest	No- conflicts of interests as described in ITT 4.3.	Form of Tender	
4	2.1.3 Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6.	Form of Tender	
5	2.1.4 State owned Entity of the Procuring Entity country	Compliance with conditions of ITT 4.7	Form ELI –2.1.1 and 2.1.2, with attachments	
6	2.1.5 United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8	Form of Tender	
7	History of non-performing contracts	Non-performance of a contract[1] did not occur as a result of Tenderer's default since 1st January *[insert year]*.	Form CON - 2	
8	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and ITT 20.10	Form of Tender	
9	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer.	Form CON – 2	
10	2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last ____ [ ] years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability.	Form FIN – 2.3.1 with attachments	
11	2.3.2 Average Annual Turnover	Minimum average annual turnover of _____ Kenya Shillings equivalent, calculated as total certified payments received	Form FIN –2.3.2	

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

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

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

10. Personnel

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

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

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

11. Subcontractors/vendors/manufacturers

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

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

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

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

Tender Name and Identification:.....*[insert identification]*

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

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

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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

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

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

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

of fraud and corruption.

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

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

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

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

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

(1) TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

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

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

(i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

(iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

f) Certification

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

Full Name_____

Title orDesignation_____

_____ _____

(Signature) *(Date)*

1) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

a) prices;

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

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

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

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

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

Name_____

Title_____

Date_____

_____

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

(3) SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

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

…….	…….	……
(Title)	(Signature)	(Date)

Bidder Official Stamp

FORM SD2

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

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

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

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

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

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

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

……. ……. ……
(Title) (Signature) (Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory…..……

Sign…….....…….....

Position…….....…….....……

Office address…….....……. Telephone…….

E-mail…….....……

Name of the Firm/Company…….....….....

Date…….....…..

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....

Sign…….....

Date…….....

4) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

v) "obstructive practice" is:

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

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

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

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

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

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

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

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

---

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

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

ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM REQUIREMENTS PROPOSAL

KICOWASCO

1. INTRODUCTION

In the current digital era, organizations are increasingly adopting integrated systems to enhance efficiency, transparency, and service delivery. **KICOWASCO** operates using separate systems for billing, payroll, and accounting functions. While these systems support specific departmental needs, they operate in isolation, resulting in inefficiencies, duplication of data, and limited real-time reporting capabilities.

To address these challenges and align with modern best practices, the company seeks to implement an integrated, web-based Enterprise Resource Planning (ERP) system. The proposed ERP system will unify all core business processes into a single platform, enabling seamless data flow, improved decision-making, and enhanced operational efficiency.

2. PROBLEM STATEMENT

The current operational framework presents the following challenges:

- **Lack of Integration:** Existing systems (billing, payroll, and accounting) are not interconnected, leading to data silos.
- **Manual Processes:** Significant reliance on manual data entry and paper-based workflows increases the risk of errors and inefficiencies.
- **Delayed Reporting:** Generating consolidated reports is time-consuming and often inaccurate due to fragmented data sources.
- **Limited Visibility:** Management lacks real-time insights into operations, financial status, and customer data.
- **Inefficiencies in Service Delivery:** Disjointed systems slow down customer service and internal processes.

- **High Operational Costs:** Maintaining multiple systems increases costs related to licensing, maintenance, and training.

These challenges hinder the organization's ability to operate efficiently and scale effectively.

3. PROPOSED SOLUTION

The company proposes the implementation of a **web-based, modular ERP system** that supports a **paperless office environment** and integrates all core business functions.

Key Features of the Proposed ERP System

- Web-based and accessible via secure login
- Centralized database for all departments
- Real-time data processing and reporting
- Role-based access control
- Scalable and cost-effective
- Automation of workflows to eradicate paperwork

PROPOSED ERP MODULES

i) Customer Relationship Management (CRM) Module

ii) Billing Module/GIS enabled.

iii) Procurement Module

iv) Finance and Accounts Module

v) Human Resource (HR) Module

vi) Technical/Projects Module

vii) Business Intelligence Reports

ESTIMATED COST

The estimated cost of implementing the ERP system will depend on the vendor, customization requirements, and deployment model. A general cost breakdown is as follows:

	Component	**Cost (KES) VAT Incl**
1	ERP Software Licensing / Subscription	
2	Customization & Implementation	
3	Training & Change Management	
4	Infrastructure (Cloud Hosting/Servers)	
5	Maintenance & Support (Annual)	
6	Supply and delivery of;	
7	5 Mobile Phones	
8	2GPS Devices	
9	**Total**	

4. RECOMMENDATIONS

To enhance operational efficiency and service delivery, it is recommended that:

1. The company adopts a **web-based, modular ERP system** to integrate all departments.
2. The system should support a **paperless office environment**, minimizing manual processes and physical documentation.
3. A **cloud-based deployment** model be considered to reduce infrastructure costs and improve accessibility.
4. The ERP system should be **scalable and cost-effective**, allowing future expansion as the organization grows.
5. A **competitive procurement process** be conducted to select a qualified vendor with experience in water utility systems.
6. Adequate **training and change management programs** be implemented to ensure successful adoption by staff.

CONCLUSION

The implementation of an integrated ERP system will significantly improve operational efficiency, enhance transparency, and support data-driven decision-making within the organization. Transitioning to a unified, paperless, and web-based system will position **KICOWASCO** for sustainable growth and improved service delivery to customers.

NB: THE DETAILED ERP T.O.R WILL BE SHARED SEPARATELY

TERMS OF REFERENCE FOR KICOWASCO E.R.P

Objectives of ERP Solution

The main objective of investing in ERP based applications is to integrate all processes andsystems.

The specific objectives include**: -**

(i) Implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the KICOWASCO's operations/processes.

(ii) Review of **ALL** the processes, workflows and any other workflow which departmentsshall suggest during the implementation.

(iii) Automate all approvals and workflows through the system

(iv) Centralized implementation to enforce necessary controls and facilitate integrated endto end enterprise solution, accurate and timely reporting.

(v) Dashboard capabilities to facilitate online status reporting and informed strategic management decisions.

(vi) Integrate with other new/existing systems and platforms e.g. Banks, IFMIS and anyother systems that shall be found necessary for KICOWASCO's operations.

(vii) Improve organizational productivity through the reduction of time spent onmanaging documents among others.

(viii) Provide periodical and ad hoc reports.

5.1. Scope of Work

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

i. Study the current environment and KICOWASCO's processes;

ii. Evaluate the existing systems and get a detailed understanding of the current KICOWASCO'soperations;

iii. System analysis in relation to the KICOWASCO's functions and procedures;

iv. Analysis of the hardware for the new system: Provide specifications to the KICOWASCO on the appropriate hardware requirements for the system. This includes server hardware and other peripheral devices specifications that may be needed for the new environment.

v. Development, installation, customization, configuration, testing and commissioning of the ERP system based on the Proposed Functionalities detailed in this document within 12 months and in phases.

vi. The vendor will be required to supply, develop, install, configure, test, commission, maintain and support the ERP modules and apply adequate patches, upgrades, utilities and tools to achieve full functionality as will be specified by the client.

vii. Preparation of a project proposal detailing implementation methodology, Training plans, timelines and milestones.

viii. Training of staff on the system: This shall entail imparting skills required to enable users be able to understand and have knowledge of the ERP system. Technical training that will involve the provision of complete training of trainers on Administration of supplied ERP, system development and training on related software including databases.

ix. The vendor should streamline integration of ERP solution with any existing system as may be required.

x. System data migration to the new system, test and implement the workflow solutions.

xi. Supply and install the required licenses and renewal program and the entitlements.

xii. Provide annual support and maintenance of the entire system for at least TWO years.

xiii. Must be able to integrate with Microsoft Office suite like outlook, excel to collaborateeffectively and share information.

xiv. Enable automatic offsite backup of the system.

xv. Supply the system's documentation in the form of installation media, user manual and administration manuals.

5.1.1. Deliverables

i. Inception Report giving a detailed understanding of the assignment.

ii. A detailed work plan with the resource requirements schedule.

iii. Functional Requirements Design

iv. Installed and commissioned Enterprise Resource Planning System

v. Training of administrators and end users

vi. Well functional and tested System source code

vii. System and User Manuals in hard and soft copy

viii. Fortnight status reports

ix. Risk management report

x. Final project report

xi. Warranty of 1 year i.e. User and System support

xii. Proposed Hardware and Operating system requirements and specifications

xiii. Utility Requirements (other components required for the system to function properly)

5.1.2. Technology

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

i. The proposed components of the system (Names and versions)

ii. The application development environment.

iii. The database proposed.

iv. Operating system proposed.

v. Client or end-user operating systems supported

vi. The system must be scalable to accommodate growth in the user base as well as transactions.

Comment on how this can be realized.

vii. Please elaborate on the open-endedness of the system to allow integration with other systems especially the e-government system.

viii. Please describe the programming language/technology of the system.

ix. Setup of necessary IT security measures for the system;

x. Supply and installation/setup of the appropriate System, licenses and kits;

xi. The system must be highly available with an uptime of at least 99.9% availability.

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

For each SPECIFICATION, bidders are requested to provide a clear and concise explanation or provide

across-reference to where that explanation or supporting information can be found in other part of the technical proposal.

5.1.3. Technology Transfer

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

5.1.4. Data Conversion and Migration

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

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

5.1.5. Training

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

- ✓ Shall provide training to the internal users in the operational and technical aspect of the ERP application being rolled out.
- ✓ Shall prepare the module specific training manuals and submit to the KICOWASCO.
- ✓ The knowledge transfer shall include initial and ongoing training and skills development, training materials, operations manuals, procedure manuals and deployment/installation guide.
- ✓ Bidder shall ensure necessary environment setup, data creation to conduct end user training.

- ✓ Shall appoint trainers and organize training sessions on a timely basis and ensure that theattendance, performance evaluations are recorded from trainees.
- ✓ Shall provide certificate to the trainees on successful completion of the training for using the ERP application.

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

	User Group	**Type of Training**	**No. of Sessions**
1.	Executive Management	The New version of the ERP systemwith KICOWASCO test data.	One (1) session before the system goes live and acceptance of the system by the top management.
2.	Train the trainer (Business champions)	Hands on training to understand usage of all the features of the new product suite	training workshop not less than 3 days
4.	FunctionalUsers	Training ERP application users as perthe module they each operate on.	Hands on training minimum 5 working days
5.	Administrators	Database Management Application Management Troubleshooting of the systemData Backup Full access to codes	Training workshop minimum 5 working days.

5.1.6. ERP License

For purposes of assisting with estimation of configuration requirements, the following information may be used.
Total number of staff (with computing devices) in KICOWASCO is approximately **110.**
The bidder is expected to propose a license structure which is most suitable to KICOWASCO.The bidder should give a detailed description of the licensing regime for the ERP.

5.1.7. System Management Annual Charges

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

5.1.8. Estimated Implementation Schedule

Provide a detailed implementation schedule detailing the number of your staff required for timely project delivery, the number of KICOWASCO staff required to facilitate timely project delivery,

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

Technical Staff

i It is desirable that the majority of the proposed key professional staff must be stationed on premiseduring the implementation period and should be **permanent employees** of the firm or have an extended and stable working relationship with it.

ii Proposed professional staff must as a minimum, have the experience indicated in the bid document, preferably working under conditions similar to those prevailing in Kenya.

iii Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

5.1.9. Post Stabilization

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

5.1.10. Support and Maintenance requirements

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

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

Service Level Agreement (SLA) and Support Requirements
The objective of the Service Level and Support requirements is to ensure that the system implemented is adequately supported and that the system maintains the acceptable uptimelevels.

No	Detailed Requirements
	The bidder MUST guarantee free support for the proposed system for at least one (1) year after commissioning.
	The bidder should furnish a maintenance schedule for the system so supplied.
	The bidder MUST test all the necessary interfaces and interconnection facilities whichintegrate the components of the proposed system.
	The bidder MUST commit to providing ongoing technical support for the tuning and re-configuration as requested from time to time once an SLA is signed before theexpiry of the warranty period.
	The bidders shall propose a service level agreement that addresses the following: ✓ Escalation matrix ✓ Contact persons ✓ Response time (2 hours) ✓ Proof of local presence ✓ Online support from manufacturer ✓ Any other related SLA requirements

	TERMS OF REFERENCE FOR KICOWASCO ERP	
	FUNCTIONAL REQUIREMENTS - FINANCE	
	General ledger	
1	The system should have the ability to set up all the accounts needed in the chart of accounts and add more whenever necessary.	
2	The system should have the ability to define fiscal year as beginning on any date and divide it into accounting periods	
3	The system should have the ability to view continually updated balances and net changes.	
4	The system should have the ability to create budgets in a matrix window, for a day, week, month, quarter, year, or any accounting period. Make budgets based on department, project, or business unit.	
5	The system should have the ability to use Analysis Views to investigate relationships between dimensions and monitor performance.	
6	The system should have the ability to attach an infinite number of dimensions to each budget entry.	
7	The system should have the ability to use default dimensions effectively to avoid a lot of manual data entry and ensure that the desired dimensions data is always posted.	
8	The system should have the ability to edit existing journals.	
9	The system should have the ability to support reversal of journal entries.	
10	The system should have the ability to drill down from GL entries into supporting documentation/transactions (may be multi-level drill down) to see original entry	
11	The system should allow authorized users to post transactions to the current, future and previous periods throughout the system, with the appropriate approval and audit trails.	
12	The system should provide workflow capabilities for authorizations on transaction processing, journals, asset transfers, exception reports, etc.	
13	The system should provide flexible mechanisms for allocation of organizational costs to	

	specified cost centers.	
	Chart of Accounts	
14	The system should have the ability to support segmented accounts with user defined lengths.	
15	The system should have the ability to provide at least three account segment to distinguish transactions per department and cost center.	
16	The system should have the ability to tag accounts as active or inactive.	
17	The system should have the ability to prevent posting to inactive accounts.	
18	The system should have the ability to support alphanumeric account codes.	
19	The system should have the ability to support accounts grouping into liability and other liabilities, asset and other assets, equity/fund, income and other income and expenses accounts and other expenses	
20	The system should have the ability to summarize detail accounting information into multiple summary levels as needed.	
21	The system should have the ability to restrict access to specific accounts as per pre-defined rules.	
	Cash Management	
22	The system should have the ability for online tracking of payments.	
23	The system should have the ability for online banking	
24	The system should have the ability to support budgeting, costing and forecasting functionalities.	
25	The system should have the ability to manage Multiple and Multi currency Bank Accounts.	
26	System should have the ability to allow bank Reconciliation.	
27	The system should have the ability to Print checks that are created manually as well as computer-generated checks. Controls are also in place for check-number tracking and voiding checks (if they do not print properly, for example).	
	Fixed Assets	
28	The system should have the ability to define information for an asset in a number of ways, for example, number, description, class code, location code and serial number.	
29	The system should have the ability to specify a fixed asset as a budgeted asset.	
30	The system should have the ability to record information and a log that is used for tracking the maintenance and insurance status of fixed assets.	
31	The system should have the ability to determine the level of detail needed in fixed assets reporting and statistics, for example, set up asset as a single entity or as a set of components.	
32	The system should have the ability to define an unlimited number of depreciation books for each fixed asset, and describe the required depreciation conditions.	
33	The system should have the ability to choose from several standard depreciation methods: straight-line, declining-balance and accelerated methods.	
34	The system should have the ability to monitor insurance coverage and annual insurance premiums of fixed assets.	
35	The system should have the ability to define periods for production of an asset movement schedule	
	Receivables &Payables	
36	The system should have the ability to define flexible payment terms, discount periods, and payment methods.	
37	The system should have the ability to define flexible payment application policies including payment tolerance amounts, payment discount grace periods, and cross-currency application rounding limits.	
38	The system should have the ability to define an unlimited number of finance charge terms.	
39	The system should have the ability to reverse/undo incorrect applications.	

40	The system should have the ability to reverse customer and vendor transactions posted manually in journals, including all related ledger entries, VAT entries, and bank account entries.	
41	The system should have the ability to define a default currency for customers and vendors; and invoice and accept payment in an unlimited number of currencies.	
42	The system should have the ability to view customer/vendor statistics per currency, detailed transaction history, and aging balance reports.	
43	The system should have the ability to merge accounts	
44	The system should have the ability to distribute payments to the beneficiaries	
45	The system should have the ability to automate suggestion of vendor payments based on due dates, dimension values, vendor priority, and discount availability	*iii)*
46	The system should have the ability to receive notices informing if a customer exceeds their credit limit, has been blocked from further transactions, or has an overdue balance.	
47	The system should have the ability to send statements or reminders to customers with overdue balances.	
48	The system should have the ability to use VAT posting groups to automatically calculate VAT for customers and vendors.	
49	The system should have the ability to specify whether unit prices on sales and purchase lines should include or exclude VAT.	§
50	The system should have the ability to check that VAT registration numbers fit country standards and aren't incorrectly duplicated for another customer or vendor in the database.	§
51	The system should have the ability to allow the manual entry of VAT to ensure consistency between external documents and internal accounting. For example, where the VAT on an external document is different from that calculated in the program, it might be relevant to enter the VAT amount calculated by the vendor.	
ii)	**Reports**	
52	The system should have the ability to Produce Aged debtors listing reports	
53	The system should have the ability to provide Invoice reports based on different parameters for example, Customer, Date range etc.	
54	The system should have the ability to provide receipt reports based on different parameters for example customer, and date range	
55	§ Trial Balance.	
56	Income Expenditure statement/ Profit & Loss Statement.	
57	Balance Sheet (Statement of Financial Position).	
58	Cash Flow Statement.	
59	Statement of Net Assets	
60	Statistical analysis and presentation	
61	Monthly Management Report- This should be a financial report for each votes in the ledger for the purpose of budget monitoring.	
62	The system should have the ability to compare financial reports such as Income and expenditure and Balance sheet against budget, across periods e.g. month, year to date, previous years.	
63	The system should have the ability to export reports to MS Excel	
64	The system should have the ability to generate management accounts and statutory accounts off the one ledger. Also for Tax computation and analysis purposes.	
65	The system should have automatic re-categorization of accounts for balance sheet reporting purposes, depending whether the balance is debit or credit.	
	CORE REQUIREMENTS-HUMAN RESOURCES MANAGEMENT	
	Company Details	
66	Ability to capture company Name, PIN, NSSF, VAT Nos	
67	Ability to capture Company's Postal Address, Telephone Number, Fax Number, Email, Town, City or County.	
68	Ability to Set company calendar to include all events/public holidays	

69	Ability to capture Multi-company/ subsidiaries and branches information	
70	Ability to capture organization policies- rules and regulation.	
	Employee Profile	
71	Ability to Capture Payroll Number, PIN Number, HELB, NHIF and NSSF Numbers.	
72	Ability to Capture name, date of birth, religion, tribe, job position, job title , department, gender, marital status.	
73	Ability to capture staff post office number, mobile number name of kin, relationship, residential address.	
74	Ability to capture spouse dependents, their dates of birth, next of kin and beneficiaries.	
75	Ability to Capture important dates (D.O.B, D.O.A, D.O Probation, wedding anniversary, date joined pension, medical termination dates.	
76	Ability to Capture each employee's allocated assets list.	
77	Captures qualifications- academic, year of graduation, professional and company-sponsored courses.	
78	Ability to Capture employee contract type and terms; Permanent & Pensionable 1,2, 3 year contract; other.	
79	Ability to capture employee's Payment Details e.g. Bank Code, Bank Branch code, Bank Account Number.	
80	Ability to capture expiry date of Contract and date of exit.	
81	Ability to Capture reason for exit (normal retirement, early retirement, Terminated, Resigned – Alternative employment , others.	
82	Ability to capture employee benefits – medical limits, mortgage, car, last expenses and other benefits.	
83	Ability to link employee to payroll as specified.	
	Recruitment, Selection and Training	
84	Ability to capture all vacancies available in the organization.	
85	Approval and justification to fill the vacancy-linked to company info(establishment)	
86	Ability to Capture unsolicited job applicants details(name ,age, academic/professional qualification , years of experience)	
87	Ability to capture requirements CV template-allow for adjustments depending on vacancy.	
88	Ability to Shortlist as per requirements of position.	
89	Ability to provide automation of replying letters at different stages of shortlists/interviews e.g. regrets, invitations, medical.	
90	Ability to capture medical results for successful candidates.	
91	Ability to Capture date of reporting	
92	Ability to Capture details of advertising i.e. costs , media/agency used ,dates of adverts and actual advert drafts for various positions	
93	Ability Capture recruitments turnaround time	
94	Ability to Calculate and automatically alert confirmation dates when due- and generate letters	
95	Ability to capture key comments/views of selected candidates during interviews.	
96	Allow linkage to training assessment/appraisal module.	
97	Ability to attach and retrieve offer letter	no report
98	Ability to attach and retrieve confirmation letter.	
99	Ability to generate a Shortlists results report of final interview.	
	Training and Development	
100	Ability to Capture and holds records for different types of courses- internal or external that are required or offered.	
101	Ability to Capture and holds records of accredited training institutions	
102	Ability to Capture and holds records for different types of courses- internal and external already done in the financial year.	Accounts & Finance to confirm

103	Ability to capture, update and link each staff record with corresponding training or training attended.	
104	Direct linkage with payroll system to update payroll on deductions relating to cost sharing with employees.	
105	Online leave request enabling branches to request training leave online.	
106	Ability to Capture and hold links to websites that provide new courses in the market, new guidelines on training in line with international standards.	
107	Ability to capture induction training module and attendance.	
108	Ability to capture and flag employees who have attended training more than twice in the year.	
109	Ability to Capture annual training budget/budget allocated to each department.	
110	Ability to Capture actual individual costs on training.	
111	Ability to Capture training needs as in appraisal.	
112	Ability to match training needs online * (Coincide with the market / current trends)	
113	Ability to make online request for training in between the year.	
114	Ability to Capture training/courses attended per staff.	
115	Ability to Create training schedules.	
116	Ability to evaluate training impact to performance ; action plans review.	
117	Ability to Capture any other career development interventions.	
118	Ability to capture education assistant / professional courses sponsored by the organization	
119	Ability to capture source of skills(i.e. if in-house training, seminar.	
120	Ability to link to employee personal data.	
121	Ability to link to performance management module.	
122	Ability to link to disciplinary and grievance module.	
	Reports	
123	· Ability to show a report of trainings attended per staff in a year	
124	· Ability to Show cost of training per department and per staff	
125	Ability to Show report on training assessment needs	
	Performance and Appraisal management	
126	Ability to define skills and initiate review and rating by an employee and manager to evaluate	
127	Ability to Capture performance management template specific to the organization(ability to define position objectives, key performance indicators, weighing performance categorization, performance targets, job rotations level, points, ratings and calculates salary increments-as per different organizations)	
128	Ability to Link to salary module for bonus/ awards; able to automatically compute salary increments and awards	
129	Ability to Identify employees who need to be developed for higher responsibilities	
130	Ability to Capture qualifications for each position	
131	Ability to Capture skills required and source for each position to be succeeded	
132	Ability to Identify key positions to the company and need to be filled almost immediately in case they fall vacant for whatever reason	
133	Ability to Put together a plan to develop potential successors	
134	Allow staff access performance management templates for completion	
	Reports	
135	Provide Summary of grading	
136	Allow Reporting of competences for analysis of all employees	
137	Ability to generate reports to enable Staff to review previous personal appraisals-	
	Job descriptions	
138	Ability to capture job title,job objective, Job grade and position reporting to	
139	Ability to capture key responsibilities and duties attached thereof	

140	Ability to Capture job specifications; academic, professional; experience; technical	
141	Ability to Capture working relationships; internal and external	
142	Ability to Capture personal attributes required	
143	Ability to generate Summary of all titles report.	
	Web based Leave Management	
144	The system should have the ability to maintain employee history, current leaves, due leaves, request /approvals	
145	The system should have the ability to capture proposed leave roster at the beginning of the year	
146	The system should have the ability to capture leave allowance	
147	The system should have the ability to Capture types of leave(annual, compassionate, Urgent, maternity, Study Leave	
148	The system should have the ability to Capture leave succession-acting appointee	
149	The system should have the ability to allow for online application, approval with a link to email to serve as reminder to line managers	
150	The system should have the ability to record leave recall with a link to internal and external email to serve as recall to employee	
151	The system should have the ability to capture leave accumulated,-leave due ,leave taken during the year and leave balance	
152	The system should have the ability to Capture leave requested: start date- end date	
153	The system should have the ability to Capture sick leave	
154	The system should have the ability allow staff to indicate proposed leave days and to request for leave	
155	The system should have the ability allow line managers to approve requested leave	
156	The system should have the ability to provide Links to manpower for promotion update	
	Reports	
157	System should be able to generate Monthly leave slips per employee-indicating anniversary, entitlement , accumulated, taken, cancellations, balance	
158	System should be able to generate Monthly leave report for all staff-indicating entitlement, accumulated, taken, actual balance cost of leave per employee	
159	System should be able to generate annual leave report for all staff	
160	System should be able to generate Sick leave report in the whole company, per division, department and section giving the cost to the company and hours	
161	System should be able to generate leave roster report	
162	System should be able to generate Staff listing by leave balance	
163	System should be able to generate Employee absence report	
	Attendance, Discipline and Grievance, Welfare and Separation	
164	The system should have the ability to capture and monitor staff login time and logout time	
165	The system should have the ability to capture and monitor absence from designated workstations	
166	The system should have the ability to capture actual overtime worked	
167	The system should have the ability to allow for approval of overtime worked	
168	The system should have the ability to capture and monitor actual work done	
169	The system should have the ability to capture number of written and verbal cautions	add appeal details
170	The system should have the ability to Capture termination	
171	The system should have the ability to capture disciplinary reason table.	
172	The system should have the ability to ability to Capture misconduct	
173	The system should have the ability to capture poor performance	
174	The system should have the ability to capture insubordination	
175	The system should have the ability to capture dates of disciplinary action	
176	The system should have the ability to capture appeal details, pending cases, follow-up and outcome details	

177	The system Should have Links to performance appraisals	
178	The system should have the ability to capture annual social/company events- e.g. agricultural shows, field days; Dettol heart run, hunger walk, mother's day	
179	The system should have the ability to capture birth dates-ability to send short birthday messages	
180	The system should have the ability to capture annual family day-out	
181	The system should have the ability to capture Christmas party, departmental functions, farewell	
182	The system should have the ability to capture date of leaving and reason for leaving	
183	The system should have the ability to capture results of exit interview	
	Staff claims/ pension/Benefits and others	
184	The system should be able to collect pension contributions for remittance to pension scheme and produce a list of new entrants and existing members	
185	The system should be able Produce letters of notification and terminal leave for those eligible for retirement benefit and compute the amount	
186	The system should have a diary to maintain and highlight when letters are sent on the retirement anniversary date to ask pensioners to certify their existence	
187	Ability to monitor payments to pensions	
188	Ability to pay lump sum pension payment, work out surrender value, update account balance and produce statements	
189	Should have an interface to the fixed assets database to be able to work out new premiums and claims	
190	System should be able to compute the surrender value of employees and communicate to members their dues	
191	System should have an interface to enable users access loans granted to staff members and compute the requisite premium payable to insurers	
192	The system should be able to facilitate processing of pensions payments through bank online facilities i.e.(BACS, EFT)and an interface to update the GL	
193	Ability to update employee claims/benefit record and update the payroll and financial management system	
194	Allow for Staff Insurance Capturing policy numbers, indicating specific covers, sum insured per policy ,premium payable ,premium paid and balance	
195	Allow for Staff Insurance including list of brokers per policy ,detailed schedule per policy ,	
196	Staff Insurance should capture list of underwriters	
197	Staff Insurance should capture policy renewal rates	
198	Staff Insurance should Capture all employee loan details(payroll module)	
	EMPLOYEE SELF-SERVICE	
199	The system MUST enable the users to view their pay slips and P9 on-line for all the processed payrolls.	
200	The payment details for employees such as bank name, bank branch, account number etc. MUST be visible to users and they must be able to modify the same. Subject to verification and approval	
201	The system MUST enable the users to maintain their personal data such as name, address, telephone numbers, contacts, qualifications, school and colleges attended, skills attained etc. subject to the supervisor's verification.	
202	The system MUST have a facility for the users to upload maintain their beneficiary details and dependents information	
203	The system MUST facilitate the users to maintain their emergency / next of kin contact details. Subject to verification and approval	
204	The system MUST have the leave request functionality, which would enable the users to apply for leave.	
205	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users.	
206	Allow employees to update their training information.	

	FUNCTIONAL REQUIREMENTS -PAYROLL	
207	The system should support integration with the HR module so that staff details e.g. Names are captured once	
208	The system should have the ability to accumulate deductions according to deduction codes	
209	The system should have the ability to accumulate earnings according to earning codes	
210	The system should produce all statutory reports required by Kenya's laws and regulations	
211	The system should support automatic computation of Kenyan statutory deductions and report generation	
212	The system should maintain data up to statutory period of (7 years) without downgrading the performance of the system	
213	The system should have the ability to support timed deductions, i.e. provide deductions for a specific period	
214	The system should allow for unlimited number of loans in the system and support multiple loans per employee	
215	The system should have the ability export data to office applications i.e. Excel and word	
216	The system should have the ability to automate payroll entries to the GL	
217	The system should have the ability to administer involuntary deductions e.g. recovery of advances	
218	The system should have the ability to automatically calculate employee and employer taxes	
219	The system should have the ability to make adjustments after payroll run with audit trails	
220	The system should have the ability to distribute payroll processing throughout payroll period, e.g. processing static data at beginning of period and making adjustments at period end	
221	The system should have the ability to support Payroll exception reporting	
222	The system should have the ability to generate a payroll bank payment file for electronic transfer of funds	
223	The system should have the ability to compute annual leave allowance for each staff	
224	The system should have the ability to analyze payroll with incremental data and exceptional information analyzed to their effects	
225	The system should have the ability to process pension deductions through the payroll	
226	The system should have the ability to specify deductions for a specific period and automatically stop the payment deductions when complete	
227	Can be integrated with Time attendance devices or PDAs to enable fast data entry of the field muster-roll	
	Reporting	
228	The system should have the ability to generate report of changes from previous payroll	
229	The system should have the ability to produce pay slips and also reprint pay slips from prior periods	
230	The system should have the ability to report on earnings by gender for different salary bands	
231	The system should have the ability to maintain audit logs of changes to employee records	
232	The system should allow Customization of reports for ad hoc reporting	
233	The system should provide standard payroll reports e.g. all deductions report, net deductions reports, summary of statutory reports	
234	The system should have the ability to reprint reports for prior periods	
235	The law requires that after all deductions staff should receive at least 30 % of their basic salary. The system should have the ability to generate exception reports for cases where this is not met	
236	**FUNCTIONAL REQUIREMENTS - LABORATORY OPERATIONS**	

237	The system should capture and record the following information Sample Name/Label Sample Size (in Unit of Measure) Nature of Product Intended Tests Designated Section of the Laboratory the sample will be directed.	
238	The system should be able to allocate a unique identifier to the sample that will be used to track the sample throughout the testing process.	
239	The system to track the point at which the sample is in regard to the testing method.	
240	The system should be able to stock take the inventory position for each test requested and flag out whether such test will be executed or not depending on the reagents inventory position.	
241	The system to capture the test results and profile them in a database capturing the following: a) The Name/Identity of Sample b) Location where Sample was sources c) Storage Conditions during transportation d) Person/Section that received sample e) Storage conditions at Receipt. f) Conditions of storage after Receipt. g) Date and Time Products transmitted for testing h) Sample Condition during transmission i) Tests Conducted. j) Action taken on disposal of sample k) Test Results l) Person and Time of Receiving Final Result m) Proposed Action for follow up	
242	The system should be able to capture the inventory position of the laboratory reagents, Assets, Consumables, Glassware, Materials and Equipment and flag out stock levels that fall below the reorder level.	
243	The system should be able to capture staff details and action taken by each staff in regard to the activities in the lab including reporting and exit times.	
244	NB: · Incorporate provision for data validation · Provide for checks/approval of data entry at various stages	
245	**FUNCTIONAL REQUIREMENTS-BILLING**	
246	Ability to download all meters in a specific sub-zone	
247	Ability to support online reading of meters, online disconnection and reconnections	
248	Ability to provide map assist using the GIS system to identify customers and meters location	
249	Ability to give all customer details including phone numbers and location to meter readers and the disconnection units	
250	Ability to signal a customer where the meter status is covered, gate locked, dogs, not seen and require the customer to self-read a meter or open the gate.	
251	Ability to use inbuilt intelligence that checks the history of a read meter and prompts a rereading while still on the ground	
252	Ability to upload meters in offline state	
253	Ability to capture customer details using automated QR codes for meter reading, disconnection and reconnections	
254	Ability to signal and detect leakages based on readings taken	
255	Ability to download files in offline mode	
256	Ability to integrate with fleet system and offer offline work assigning in real time	
257	Ability to require a report once job is complete	
258	Ability to support integrated communications and reporting	
259	Ability to classify customers' accounts as active, disconnected, terminated.	

260	Ability therefore to signal illegally consuming accounts on the site.	
261	Ability to integrate with other modules seamlessly and post reports directly	
262	Ability to provide automatic updating of customer details online.	
263	Allow importation and exportation of data in excel, pdf	
264	Ability to give alerts in terms of meters not read, Suspicious meters readings, delayed readings, delayed verification, delayed billing, delayed disconnections, delayed reconnections and work assigned status	
265	Ability to alert customers on meter reading, disconnection and reconnection	
266	Support work flow reporting on issues being addressed on an account especially where approvals are required.	
267	Ability to adjust customer's readings once an error is detected.	
268	Ability to match meters downloaded and meters uploaded, develop progress reports, require jobs to be fully complete before accepting new jobs. Incase not finished the system should assign a responsible officer the duty to release the jobs based on a discussion with the assigned staff.	
269	Ability to send bills and give a reporting on the unsent messages.	
270	Ability to perform HR procedures for all employees online	
271	Ability to limit a "no meter" comment where the account is active and meter available	
272	Ability to capture the previous account readings in case of change of tenancies	
273	Ability to generate a meter changed report	
274	Ability to limit opening of a new account while the old account is still active	
275	Ability to deduct slave meters consumption from the master's meter readings before billing.	
276	Ability to use USSD support in cases where meter readers/Disconnection team identity is necessary.	
277	Ensure the deposit listing should have an opening balance and a closing balance to ensure that deposits paid during the month can be trailed	
278	The system should facilitate deposit tracking	
279	Ability to maintain and review all customer account information about accounts e.g. Customer profile and ability to generate statements (date, transaction details, debit/credit status and account balance), Payment details, Billing details, Meter Reading details, Connection details, Events, Meter Movements, etc.	
280	Automated communications with customers (email/sms), attach files to customers, track time spent with customers, and assign tasks to other users or departments,	
281	Ability to capture GIS coordinates of the water connections and sewer connections, (make capturing of GIS coordinates mandatory for new connection set up),	
282	Ability to access and save sanitation conditions and other data of customer e.g. type of toilet, existence of septic tank and sewer line etc.,	
283	In the event of part-payment, it should provide a mechanism of the agreement to be effected to turn the account active but actively listen/monitor the agreement,	
284	The system should be able to detect accounts that have not been billed for more than (3) three months consecutively and move them to dormant status and keep trail of the dates of such movements,	
285	The system should be able to detect the reasons for being moved to dormant e.g. no water, cut off for non-payment, or on owners request,	
286	Customers who request not to be billed through writing and have paid the requisite fee should not appear in data-entry sheet and should not be billable but a report on them can be generated any time,	
287	Terminated accounts should be archived and should not appear in data entry sheets unless they are inherited and re-activated,	
288	Ability to capture the sub-location details where the new connection will be made including LR/plot number etc.	
289	Ability to produce draft bills, before actual bills are generated,	
290	Ability to generate exception or variance reports.	

291	Manage customer categories; domestic, Commercial, Government Institutions, schools, Kiosks, Prepaid Meters etc.	
292	Manage the customer database and integrity of customer information, marinating trail of all changes done affecting the account,	
293	Should support mobile meter reading, real-time transmission and monitoring of meter reading,	
294	Allow user to determine and print bills based on priority orders per customer category etc.,	
295	Able to maintain and review meter reader routes as and when recommended,	
296	Allow for E-billing, support SMS billing, integration with company website for customers to access online bills, query bills via SMS and downloads bills to specified e-mails,	
297	Bills should be designed to provide for customized notices to customers like open days etc.	
298	The system to receive payments from various payment options (online, mobile service providers, banks etc.),	
299	Can be able to accept non customers payments of prepared bill/invoices e.g. exhauster/water bowser invoice and keep the history,	
300	Ability to track/group each non water bill payment by type (survey fees, reconnection fees, meter testing fee) not as miscellaneous,	
301	Ability to capture non online receipts by their respective dates and types,	
302	Ability to produce reports on collection and collection efficiency,	
303	Ability to notify customers payment of their balances on payments done by other modes via sms e.g. m-pesa, eft and Posta etc.,	
304	Ability to accept multiple accounts payment through/via a single cheque,	
305	Ability to produce an age analysis report going backwards to six months,	
306	Ability to generate disconnection analysis basing on amount, number of bills not paid,	
307	Ability to incorporate part-time payment for those with large debts,	
308	Ability to capture the details of disconnection of a customer in the system i.e. who disconnected, the date and type of disconnection method, cut off readings,	
309	Ability to capture the details of reconnection of a customer in the system i.e. who reconnected and the date.	
	FUNCTIONAL REQUIREMENTS - PRO-POOR	
310	GIS mapping of all the Low Income Areas (LIAs)	
311	Categorisation of LIA account numbers	
312	Run debt collection reports for the LIA account numbers.	
313	Allow for implementation of social connection policy in the system.	
314	Identify the account numbers that are served by NYEWASCO's sewer system in the LIAs.	
315	GIS mapping of all water kiosks.	
316	Categorisation of all water kiosks, showing balances, contacts and payments made within any required period.	
317	Capture amount of collections collected within any required time period in the LIAs.	
318	Capture arrears in any time period in the LIAs.	
319	System generated private exhauster regulation- according to the tariff.	

320	Exhauster trucks ü Number of trucks registered ü Licence number and status ü Volume of truck ü Source of the effluent ü Number of trips ü Registration number of the truck ü Invoice number for licence issued ü Auto generate receipts for vendor ü Ability to generate disaggregated ü daily, weekly, monthly and annual data and reports on effluent discharge	
321	Provision for payment agreements for LIA accounts.	
322	Low Income Consumers (LICs): ü Monitor Social Connection obligations for capital and prepare amortization schedule, ü Group all LICs accounts including Prepaid accounts and Kiosks, ü Reconcile all token/Tags and analyze consumption trends for each user, ü Provide special and customized reports for all LICs accounts, ü Jisomee feature for the LICs, Non Revenues Water analysis for the LIAs, TMAs and DMAs	
	FUNCTIONAL REQUIREMENTS - GIS	
323	The System should be accessible from any web enabled device	
324	The system should be directly integrated with GIS Database such all changes that occur in the database changes concurrently in the system (website).	
325	A non GIS expert can access and use the spatial data as per their need without any requirement of GIS software	
326	The system should map all sewer manholes, pipe networks (water and sewer) and their appurtenances.	
327	The system through the meter reading application should only allow a meter reader to capture readings if he/she is within 30m radius from the location of the meter.	
328	The system shall have different rights for different users – for example the system administrator is able to add or delete any data from the system	
329	Should have quick search capability to facilitate searching of customers' location using primary key like account number, connection number, or id number and this reduces time wastage while navigating throughout the customers' database.	
330	Module view also enabled to facilitate system user to view all the attribute table of the selected layer	
331	Different base maps to assist in Geo-visualization (open street maps, Google satellite map, street dark grey, Topo maps and any other base map of interest)	
332	Filter functionality – should allow the system user to filter the data using zones, DMAs boundaries, and or pro-poor boundaries.	
333	Popup information dialog – help the user to read all the details of a certain layer upon clicking its location on the web map application.	
334	Geolocation tool- identifies the real world geographic location of the user and displays it on the map and also gives the distance to the target feature selected.	
335	Download tool – which helps the user to download any GIS dataset from the system in shape files or geojson data format.	
336	Measure tools- which helps the user to measure length, or the area of supply without much struggle.	
337	Identify tool- this helps to identify the number of connection served by a specific pipeline.	
338	Advanced query tab –offers one the capability to conduct a spatial query coupled with an attribute query this allows user to drill to GIS data within a certain zone of choice and apply filters such as select by zonal meter.	

339	Geofencing – the system should alert customers via sms messages whenever a meter-reader sent to read or reconnect meters is within their area (within 100m radius to the location of the meter).	
340	The system should generate specific routes to all meters that are to be disconnected or reconnected.	
341	The system should generate reports of all water or sewer lines that have been upgraded or relocated.	
	CUSTOMER RELATIONSHIP MANAGEMENT	
342	Ability to check and retrieve reports on bills sent and their status.	
343	Offer a transaction trail on amounts paid for deposits and other services either by linking to the bank and other available modes of payment.	
344	Integrate with the finance departments on matters involving receipts and payments online.	
345	Ability to keep an updated CRM that is able to channel customer complaints both physically coming to the office and those using other communication channels.	
346	Ability to track ongoing processes and give reports on progress.	
347	In case of COTs. The system should be able to link customer details from previous accounts.	
348	Tracking adjustments progress and ability to make a follow up on progress.	
349	Ability to alert customers on complaints progress once an action is taken	
350	Ability to alert the officer assigned a task once raised	
351	Ability to send reminders on pending matters requiring approvals.	
352	Ability to capture reasons for rejection of an adjustment giving details of the next procedure to be followed.	
353	ROD issues. The system should address a follow up mechanism that is able to tell the progress of such refunds.	
354	Ability to capture all customer payment details.	
355	Ability to reverse wrongly posted accounts / payments.	
356	Ability to assign work and perform work ticketing online.	
357	Ability to perform HR procedures for all employees online.	
358	The ability to archive information without deletion, to allow for a clean 'live' dataset whilst maintaining historical reporting and data access;	
359	The ability to maintain versions of records, with auditing, workflow and roll-back as appropriate;	
360	The ability to record activity against individual users for auditing and process;	
361	The ability to accurately control data access, workflow and editorial control based on user permissions, as fed from Active Directory.	
362	Other requirements include: ü Contact management ü Outlook integration ü Google Apps integration ü Account management ü Reports ü Dashboards ü Case management ü Knowledge base ü Chat ü Field service ü Workflow ü Escalations ü Email marketing integration	
	CUSTOMER SELF HELP	
363	Ability to apply for all services online	
364	Search capabilities for bills, statements and lodging complaints	

365	The system should have capabilities to allow customer to post their meter readings and photos during self-meter reading	
366	System should be able to generate individual reports of all the above-mentioned tasks when needed.	
367	USSD - Should provide a code to enable customers to easily access company services i.e. making payments, check balance etc.	
368	Mobile application – enable customers to access company services eg. access meter readings, track consumption and payments.	
369	Web portal - to be offered through the website to enable customers access company services online including downloading bills and receipts.	
	FUNCTIONAL REQUIREMENTS – NRW UNIT (Non-Revenue Water)	
370	Ability to generate reliable reports	
371	Consumption reports per zone with Customer name, account, connection number, walk and consumption.	
372	Meter status detailed report (Summary and list per zone)	
373	Terminated and disconnected accounts per zone.	
374	Unbilled active accounts Summary and per zone.	
375	Active and inactive connections per zone.	
376	Monthly billing Consumption summary.	
377	We should access true account status from the customer details in the system e.g(a customer cannot be connected and at the same time terminated).	
378	Incorporate a meter self-reading application for the customers whose premises are always locked. It should be able to capture meter images in order to verify the integrity of the meter readings.	
379	Ability to link New/Replaced meter to the accounts. The system should restrict linking of a meter already in use.	
380	It should be web based to allow access even in the field.	
381	Walk arrangement should be in alignment with the situation on the ground.	
382	Ability to classify the connections in subzones as it is in the field.	
383	Should allow meter management from the store issuing to the installation of the meter in the field.	
384	We should have a system that allows highlight of the areas frequently repaired due to burst and leaks. To assist in infrastructure management.	
385	The billing system should be linkable with smart metering software because of future engagements of the same.	
386	We should have a system that allows customer notifications with ease even when the customer has restricted promotional messages.	
387	It should allow generation of meter calibration invoices.	
388	The material requisition system should include correct materials names not brand names e.g instead of Kent meter 15mm use 15mm meter	
389	Able To Do On-Site Hydraulic Validation of The District Metered Areas (DMA) and Meter Inspection	
390	Ability to support data collection during pressure testing (essentially at night) - drop-test procedure to prove hydraulic isolation	
391	Ability to Identify missing or erroneous network interconnections	
392	Metrological assessment of existing flow meters used as flow monitoring points	
393	Inspection of water meters, gaps and anomalies in the customer meter database	
394	Able to create remediation plan	
395	Number of known and proposed boundary valves that need to be changed	
396	Number of new boundary valves that need to be installed	
397	Numbers of meters to be further tested, repaired / replaced	
398	Able to create the water asset inventory	
399	Ability to ensure the accuracy of the data, e.g. water meter database, customer database	

400	Ability to update the Geographical Information System / maps with relevant information (stressed pipes, burst, defective meters…)	
401	Ability to update of hydraulic model with data collected	
402	Ability to support pressure management with the design and installation of pressure reducing valves	
403	Ability to calculate Non-Revenue Water using water balance computation through a predefined formulae to be shared by the water utilities. The formulae will calculate the following attributes; ü Real losses ü Commercial losses ü Billed unauthorised ü Unbilled unauthorized	
404	Ability to create work plan DMAs	
405	Ability to calculate operation and maintenance costs	
406	Ability to capture the following DMA meters information; ü Number of DMA meters ü GPS coordinates; ü Location of installed DMA meters ü Serial number ü Brand and Type ü Manufacturing date ü Readings ü First installation date (can be used to establish the age of the DMA meter in combination with the manufacturing data, if known); ü Last installation (or servicing) date (can be used to estimate the age of the DMA meter if the first installation date is unknown); ü Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects; ü Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. ü Ability to create a maintenance schedule (who, start, finish and update).	
	SANITATION	
407	Have full details and a map of Sewage treatment works and pumping stations.	
408	Have filter/edit functionality to the head of the user department.	
409	Notify the customer once an adjustment has been made to their account e.g. Inclusion or exemption of sewer charges	
410	Elaborate report on sewer connections, blockages etc.	
411	Sewerage tariff structure and other related charges.	
412	Online application and approval of new sewer connections, exemptions, adjustments.	
413	Have an updated map of all sewer manholes ,pipe network and other related sewer appurtenances including sizes and their EXACT location.	
414	Sewerage tariff structure and other related charges.	
415	Show sewerage coverage /network area (Kilometers) .	
416	Define route and network as well as location; ability to plot on Google Maps or via GPS	
417	Use GIS tools to create buffers, overlays, joins, thematic maps, dynamic labels, reports, and queries. Perform radial, upstream/downstream, s eographical used to scrape geo-ING hortest/multiple/redundant path traces for flow and conduit networks. Analyse and report on leaks for an area or the entire network	
418	Ability of the system to record and provide complete information registry about pumps and motors used in the water distribution network.	
419	The pump and motor registry should be integrated or linked with a Geographic Information System (GIS)	
420	Ability to record number of pumps and motors	

421	The following sewer pump attributes should be included in the registry: ü GPS coordinates; ü (Administrative) zone code; ü Serial number; ü Brand; ü Type: pump, motor, and coupling; ü Capacity, pump (hp), motor (kw); ü Volt, Amp, single- or three-phase; ü First installation date (can be used to establish the age of the pump/motor in combination with the other data) ü Last installation (or servicing) date (can be used to estimate the age of the pump/motor if the first installation date is unknown); ü Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects; ü Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. ü Ability to create a maintenance schedule. ü The above attributes to be integrated with asset management module	
422	**Manholes** **ü Number of manholes** **ü GIS location of manholes** **ü Number of manholes covered, uncovered, damage or under repair.** **ü Ability to provide and change status overview**	
423	**Laboratory: Sampling points and associated attributive information**	
424	**Billing: Customer connection, meter types, meter sizes, categories i.e. derived from customer connection records to supplement the spatial information. (Account number or serial number used as a unique identifier** **Events: Burst/leaks, sewer blockages, no water cases, water rationing program, disconnection and reconnection,**	
	E-PROCUREMENT PORTAL	
1	Supplier Registration and Pre-Qualification - online registration and upload of documentation on the e-procurement portal.	
2	Suppliers should be able to upload all quotation/tender documents online	
3	Ability to receive tenders/quotations electronically from suppliers	
4	Ability to open tenders/quotation electronically through an authorized committee	
5	Ability to send email alerts on tender opening dates	
6	Tender opening minutes and a summary of the details of the tender opening to be input onto the system.	
7	Ability to capture both the preliminary, technical and financial evaluation criteria of all tenders (to be done at tender publishing stage).	
8	The evaluation process will be carried out through the system, it should tabulate the total marks of the evaluators where applicable.	
9	The system should give alerts on evaluation due date that is within 30 days from tender opening.	
10	The system should allow for data import and export data from /to Excel.	
11	On successful identification of a responsive bidder by the EC and submission of the final evaluation report, the procurement team should be able to generate notification of intent to award letters, regrets letters, award letters and cancellation letters where applicable.	
12	Ability to record date and time of receipt of supplier quotations	
13	Ability to analyse quotations	
14	Specifications issued during purchase requisition should be available during evaluations and inspections	
15	System should electronically store the minutes to each purchase request. In particular, the Evaluation committee reports should be linked to the purchase requisition.	
16	No amendments to confirmed minutes should be allowed by the system	

17	System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bids‘ details.	
18	The system should be able to capture the technical evaluation criteria including mandatory criteria • Detailed evaluation showing minimum score for which the bidder proceeds to the next level	
19	All documentation generated through the entire procurement cycle should be pushed to EDMS for easy tracking. (The vendor to provide API for integrating the procurement module with the EDMS system)	
	SUPPLY CHAIN MANAGEMENT	
20	Should fully integrate with the general ledger (Finance Module)	
21	Ability to interface with and support E-Procurement (e-tendering, e-quotes amongst others) through an Extranet	
22	Ability to scan and attach documents	
23	Workflow- The processes all go through an online workflow process where there should be online approval of each process in the system and electronic approver signatures appended in the printouts automatically. All these processes are inter-linked and have a flow where there should be a connection between documents such as the Requisition, Quotation, LPO, Invoice and GRN.	
24	Ability to define a procurement plan that is linked to the detailed budget	
25	Ability to analyse current status of procurement plan, Implementation and also cater for review of procurement plan.	
26	Support for reallocation of funds. This should have the necessary approving offices and levels defined.	
27	Capture contractor and subcontractor details	
28	Tracking of start and end dates of the contract in addition to milestone dates, contract signing dates and other relevant dates	
29	Capture details on contract type and budget	
30	Allow for automatic and manual creation of contracts	
31	Enable fast creation of contracts by use of templates, auto fill and drop down menus among others.	
32	System should support the update of contracts with necessary details.	
33	Ability to manage all active contracts, provide alerts and management reports. All the signed contracts should be uploaded on to the system and should be easily searched and viewed by allowed users (including during payment approvals).	
34	The system should support multiple addresses and contact information for vendors.	
35	Build mechanisms for pricing and service-level agreement flexibility into the contract.	
36	Assign privileges for write, modify or read-only to different categories of users.	
37	Ability to display the contract status	
38	System to keep a copy of all the different versions of a contract once it has been setup	
39	There should be a record of the necessitating reason for change between each versions of a contract	
40	Automatic generation and communication of alerts to parties to a contract to pre – determined trigger points such as renewals through emails, dashboard messages among others.	
41	A full log of changes to any part of the contract such as who, when (day and time), from where (was it remote or within LAN) among others.	

42	System should keep necessary supplier information such as: - Name - Supplier code - Business Location - PIN registration - Suppler VAT No. - Supplier Type (service, goods or works) - Contact persons - Email address - P.O Box Number - Default payment currency - Default bank account (EFT details) - Lead Time - Pricing - Payment Methods - Payment Terms - Discount Terms	
43	Should enable supplier information to be accessed by different user categories with respective privileges	
44	Multiple classification schemes for suppliers such as by product type, national/ international, AGPO/standard among others.	
45	Ability to tie Items to supplier during reporting/ enquiring	
46	Ability to blacklist suppliers based on a predefined criteria of performance	
47	Ability for end users to anonymously evaluate supplier performance, manage suppliers, provide alerts for supplier who have not been rated, send letters of the results of the rating to suppliers via emails and give quarterly reports	
48	Ability to analyse suppliers on parameters such as late deliveries per year, number of LPO that have been awarded to supplier groups such as AGPO amongst others	
49	Create store/purchase requisitions for stocked items, non-stocked items and fixed assets	
50	Generation of purchase orders should be linked to the contract management.	
51	Goods/services inspection form to be filled by the IAC team/project team and a report generated. The system should generate GRNs	
52	All user requisitions creation should be online	
53	Online approvals for requisitions	
54	System should not allow requisition of items without a corresponding budget.	
55	Purchase requisition should provide details such as: • Item number - Unit of Measure - Item description - Expected date - Unit/division requisition - Estimated cost - Source of budget (as dropdown from an already approved budget. - Date requisition is made - Delivery location - Notes for approver	
56	Ability to purchase an item using funds checking from both capital and recurrent budget partially	
57	Once the requisition has been approved with method of purchase indicated, then where necessary, it should be possible to start next process; eg RFQ/ TENDER DOCUMENT to be generated by the system automatically	
58	Ability to enquire on number of RFQ/ TENDER DOCUMENTs issued to a supplier within a certain period and how many of the bids the supplier won	
59	Ability to create Purchase Requisition for local as well as foreign purchases	
60	At every stage the system should give procurement department alerts on due dates.	

61	The system should provide a linked timeline of all the activities related to a particular purchase request from the time the user raises the requisition to the point the supplier gets payment where there are any deviations from the happy path, the system should keep a record of this.	
62	Before payments are done by the Finance department, the head of department that requested the goods/services, the IAC (Inspection & Acceptance Cmmtte) and the procurement department must approve the payment.(after confirming goods/services delivered are as per their request). On payments, the procurement team should be able to pick all documents required for payments such purchase orders, contracts, invoices, delivery notes, inspection reports and completion certificates scanned on EDMS.	
63	Inspection and Acceptance information - User department - Name of user department representative - Signature (approval or rejection) of acceptance by user - Acceptance committee chairman Name - Signature (approval or rejection) of chairman of acceptance committee - Stores representative name - Signature (approval or rejection) of Stores representative - Notes on rejection or acceptance - Dates	
64	Ability to capture invoices from suppliers (with a mandatory field to upload the invoice). Once the invoice and ETR is captured, the head of department then approves with comments	
65	The system should automatically update the inventory once the inspection committee has recorded successful delivery of items	
66	Create item cards and assign multiple stock-keeping units (SKUs), units of measure, serial numbers, lot numbers, physical attributes, expiry dates, and other variables.	
67	Create multiple inventory locations and bins.	
68	Ability to assign items and stock keeping units to locations/bins based on product storage requirements, special handling requirements and other criteria	
69	Make manual adjustments to inventory quantities, transfer inventory from one location to another.	
70	Count and record the number of items physically present in inventory, including full support for cycle counts.	
71	Monitor inventory management performance with KPIs, standard reports, and ad hoc reports.	
72	Support the setup of re-order replenishment levels	
73	Automatically sent out alerts to stores personnel, user departments, and other relevant personnel when re-order /replenishment levels are about to be reached. This should factor in functional lead times	
74	Managing the issuance of stocks from user requisitions (internal) to collection	
75	Support transfer of items from one location to another (HQ > Kamakwa)	
76	Quickly determine actual and projected item availability, overstock situations, replenishment requirements	
77	Ability to define costing methods for inventory	
78	Ability to monitor stock aging based on manufacturers recommended date of disposal, rate of uptake of items from store and date of items manufacture.	
79	The system allows the stores department to close the Inventory period to ensure no further posting to the Inventory after the stock take process.	
80	Automation of Goods Return Process from when a defect is detected on the goods upon delivery until the rejected goods are returned to the supplier.	
81	Manage disposal evaluation process the same as open tendering method with ability to generate various forms such as collection of items, half year reports on obsolete items.	

82	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.	
83	Ability to manage of outsourced services (if any, details required)	
84	Ability to link with the Asset management.	
85	Ability to ensure all assets are properly allocated, well maintained, tagged/tracked and properly disposed.	
86	Ability to support different disposal methods based on the board of survey reports and asset management recommendation such as transfers to other organisations, sale by public action, trade ins, dumping, destruction, sale by open tender amongst others.	
87	Ability to generate all procurement and stores reports on monthly, quarterly and semi-annually basis, or as and when required. All reports should be imported and exported to/from Excel.	
88	Statutory reporting- interface with other systems to facilitate statutory reporting	
89	System to provide a portal for bidders and support access to procurement through electronic reverse auction (PPADA & R)	
90	Interface the system with Ministry of National Treasury's IFMIS	
	PROJECT MANAGEMENT MODULE	
91	If a project is needed, a project is created on the project management module. It should allow for appointment of the contract implementation team, upload the contracts and allow project monitoring of budgets and activity progress to commissioning and sign off.	
92	Ability to create project-based accounting in order permit users to see the financial state on a project level.	
93	Should have the ability to also allow accounting staff to record costs and revenues associated with different projects on a daily basis	
94	It should allow development and uploading of approved project work plan	
95	It should have the capability to track progress and update status of project implementation	
96	The module should be integrated with basic elements of the other modules.	
	FLEET MANAGEMENT	
1	The system must cater for the capturing and updating of vehicle related details including: ü Registration Number ü Make ü Type of vehicle ü Specialized use of the vehicle ü Specialized system on the vehicle ü Year of Manufacture ü Insurance ü Fuel type ü Tire size	
2	The system must cater for the capture of vehicle related maintenance including: ü Vehicle Service & Repair History ü Travel itineraries History (including the start and return odometer readings)	
3	The system must cater for the capture of vehicle fueling and associated odometer reading	
4	The system must cater for the capture of the vehicle booking and maintain the car booking status detail (e.g. Available, booked, in use, under repair, etc.)	
5	The system must cater for the capture of the driver allocation and maintain the driver's allocation status detail (e.g. Available, allocated, on safari, Not on duty, etc.)	
6	The system should be able to store information on the distance covered by fleet	
7	The system should have the ability to link the vehicle to a specific driver	

8	The system must cater for the capturing and updating of driver related details (Staff No, Class of Driving License, etc.) and should have the provision to be linked to Employee Master details	
9	The system must cater for the capture of the details of vehicle usage and the responsible department and linked to Employee Master details	
10	The system must capture the manufacturer recommended vehicle's Maintenance schedule	
11	The system must produce the Resource utilization and optimization report	
	ASSET MANAGEMENT	
12	The system must interface with the procurement and inventory management module. For items defined as assets, there should be an embedded workflow for updating the asset register with all the requisite details	
13	The system should provide a notification to Asset Manager once an item marked as assets is received.	
14	Ability to generate asset tag based on asset class & predefined sequence numbering to help in the process of physical verification process. This should happen at the central stores	
15	Ability to allocate each asset to one or more insurance policies	
16	Provide alerts for payment of insurance premium before the expiry date	
17	Ability to trigger off alerts as reminders for maintenance of assets	
18	Ability to register and track warranty information	
19	Ability to associate a fixed asset with a regional office and calculate depreciation expense accordingly	
20	The system provides the ability to store manufacturing information	
21	The system provides the ability to store supplier information.	
22	The system provides the ability to track to what system a piece of system belongs	
23	The system provides the ability to track the asset purchased, installed dates, removed dates, original costs, life-to-date repair costs, current replacement costs.	
24	The system should have the functionality to request for and get approval of an asset movement/transfer from one location to another	
25	The system should have the functionality to monitor the asset movements.	
26	The system must be able to maintain an Asset Maintenance budget and total life cycle of the assets	
27	The system should have the functionality to manage Preventive maintenance. It should have the ability to: ü Define PM (preventative maintenance) parameters per asset ü Define PM inspection schedules per asset ü Capture PM inspection feedback reports per asset ü Capture PM actions carried ü Update PM next inspection date ü Capture the team (internal or outsourced) scheduled to carry out the PM ü Track all stock items issued towards the asset maintenance work order ü Track all outsourced service orders issued towards the asset maintenance	
28	The system should generate the following reports: ü Assets beyond their useful life ü Assets that have been maintained over a select period ü Assets with maintenance costs over a select threshold ü Assets with +/- maintenance budget balances	
29	Ability for creating annual disposal plans	
30	The system should have the functionality to manage different types of asset disposals	
31	The system should have the functionality to manage asset disposals through Sale by Public Tender process	
32	The system should have the functionality to manage asset disposals through Sale by Public Auction process	

33	The system should have the functionality to manage asset disposals through Donation process	
34	The system should have the functionality to manage asset disposals through Trade-In process	
35	The system should have the functionality to manage asset disposals through Waste/Destruction/burying Disposal process	
36	Ability of the system to support QR coding in asset management	
37	The system should have a functionality that allows one to generate a number of different standard reports, including: ü Current asset tagging listing ü List of fixed asset transferred between locations or custodian during the period	
38	Asset tag (Barcode) for asset to be uniquely identified	
39	The status of the asset to be monitored (whether active, suspended, or disposed)	
40	The location and holder (responsible person) of the asset to be determined and transfers to be approved and recorded	
	TECHNICAL MANAGEMENT SYSTEM REQUIREMENTS	
	Raw Water	
41	Ability to create annual production plan	
42	Ability of the system to record and provide complete information on raw water	
43	The system should be able to capture the following raw water details and maintain a central repository (raw water database): - Name of the source of raw water - Type of the source of raw water - Location of the source of raw water should be integrated or linked with a Geographic Information System (GIS) - Supply locations of raw water should be integrated or linked with a Geographic Information System (GIS) - Design capacity of the source of raw water (Volume) - Operation design of the source of raw water (daily volume performance analysis)	
44	Ability to analyze raw water quality production water treatment plants ü Number of separate raw water source ü Water provided through all raw water sources (m3/day)-list to be provided ü Description of tests i.e. Turbidity, pH, colour, temperature and other physio-chemical properties ü Number of tests conducted per raw water source ü Number of tests planned ü Total number of tests of raw water sources	
45	Ability to generate disaggregated daily, weekly, monthly and annual data and reports on production of raw water	
46	Enable authorized users to remark	
	Water Treatment	
47	Ability of the system to record and provide complete information on water treatment works	
48	The system should be able to capture the following treatment works details and maintain a central repository (treated water database): ü Name of water treatment works ü Location of water treatment works should be integrated or linked with a Geographic Information System (GIS) ü Supply location of treated water should be integrated or linked with a Geographic Information System (GIS) ü Design capacity of water treatment works (Volume) ü Operation design of water treatment works (daily volume performance analysis)	
49	Ability of the system to benchmark allowed abstraction levels yearly against the design capacity	

50	The system should be able to capture the following water quality details and maintain a central repository (treated water quality database): ü Annalise water quality against World Health Organization (WHO) standards/guidelines ü Water production to (m3/day) ü Number of separate networks ü Water provided through all networks (m3/day)-list to be provided ü Description of tests i.e. Residual chlorine, Bacteriological, Turbidity, pH, colour, temperature and other physio-chemical ü Number of tests conducted per network ü Number of tests planned according to guideline ü Number of tests within Kenya Standard ü Total number of tests in networks ü Specify treatment chemicals(coagulants, disinfectant, soda ash, difluorides) used for water production, quantity used and cost per treatment ü Enable authorised users to remark on: a) In case of deviation from No. of planned tests give reasons and state what action was taken: b) In case of non-compliance for water quality acceptable limits of tested samples give reasons and state what action was taken:	
51	The following bulk meter attributes should be included in the system registry ü Number of bulk meters ü GPS coordinates; ü Location of installed bulk meters ü Serial number ü Brand ü Type ü Serial number ü Readings ü Manufacturing date; First installation date (can be used to establish the age of the bulk meter in combination with the manufacturing data, if known); ü Last installation (or servicing) date (can be used to estimate the age of the bulk meter if the first installation date is unknown); ü Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects; ü Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. ü Ability to create a maintenance schedule (who, start, finish and update).	
52	**Electromechanical**	
53	Ability of the system to record and provide complete information registry about pumps and motors used in the water distribution network.	
54	The pump and motor registry should be integrated or linked with a Geographic Information System (GIS)	
55	Ability to record number of pumps and motors	

56	The following pump attributes should be included in the registry: ü GPS coordinates; ü (Administrative) zone code; ü Serial number; ü Brand; ü Type: pump, motor, and coupling; ü Capacity, pump (hp), motor (kw); ü Volt, Amp, single- or three-phase; ü Manufacturing date; ü First installation date (can be used to establish the age of the pump/motor in combination with the manufacturing data, if known); ü Last installation (or servicing) date (can be used to estimate the age of the pump/motor if the first installation date is unknown); ü Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects; ü Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. ü Ability to create a maintenance	
57	The above attributes to be integrated with asset management and requisition sub-modules	
58	Ability to support energy audits with the following parameters ü Date of recording ü Time (start and finish) ü Cumulative pumping period(hours) ü Water pumped(m3) ü Energy consumed in (kWh) ü Energy cost at KES per (kWh) ü Billed Electrical Consumption (kWh) ü Measured Electrical Consumption (kWh) ü Billed – Measured Variance ± (kWh) ü Generate comparison graphs	
	INFORMATION AND COMMUNICATION TECHNOLOGY	
59	User Access Control Management Process	
60	User Support and ICT Help Desk	
61	Data Back up on-site, off-site	
62	System and Data Security	
63	Authentication/password management	
64	Users authorization	
65	Workflows management	
66	Roles management	
67	Rights management	
68	System Audit trail	
69	Back-end systems management	
70		
	INTERNAL AUDIT	
71	Risk Based Audit Process	
72	Liaising with external auditors in carrying out statutory and other audits process	
73	Audit planning	
74	Audit Plan Execution /Actual Audit	
75	Audit Reporting	
76	Audit Follow ups	
	E-BOARD MANAGEMENT SYSTEM (BMS)	
77	The Board Management system must be hosted on cloud and allow access over the internet on 24 x 7 basis from anywhere	

78	Accessibility: Users should be able to access all modules of the system using a PC, Laptop, iPad, Android Tablet, Smart phone with a browser and an internet connection	
79	Repository: System should have capability to store corporate plans such as business and strategic plans, financial forecasts, Company policies, sensitive documents, passwords, and board committee calendars	
80	Offline Briefcase System: should allow automatic saving and access to board documents when offline from internet connection.	
81	New Uploads: The system should have a module that shows all documents that have been uploaded from last login session.	
82	Password encryption: All passwords must be encrypted using a minimum of 128 Bit encryption	
83	Controlled Access: User roles & privileges to control what users can view/modify/delete	
84	Must have multiple levels of user access controls secured with powerful audit trails.	
85	Must support password policies such as unique login per user, timeout feature, password expiry, re-use policies and password strength etc.	
86	Ability to generate automated reports and prompts on logins and attempted log ins.	
87	System should be able to restrict access either via an IP address or a physical device.	
88	Security Protocols System must provide secure protocols such as HTTPS/SSL to access the site. Solution must be “SAS70 Type II/ SSAE 16 security certified”	
89	Administration: Provide an administration module so the administrator of the system can add/suspend users, give access rights and privileges to different users and setup basic system setups i.e. The system should have an Admin and user modules.	
90	Board Pack & Meeting Management The system should have a Document Management System and have controlled upload capabilities by certain users of Board documents in various formats including .pdf, .doc, .docx, .xls, .xlxs, .ppt etc	
91	Updates: Inform users once documents relevant to them have been uploaded by email/sms.	
92	Committee Meetings: Handle all documents and users for Board committees in a manner similar to the main Board	
93	Calendar: Maintain Board & Committee Calendars and send reminders to users before the meeting dates.	
94	Polling: Allow users to vote on polls/questions online	
95	Online Approval: Provide a facility for users to approve/reject requests online and maintain a history of the request including supporting documents	
96	Search: Allow users to search through board & committee documents of current and previous meetings.	
97	Communication: The users should have the ability to send messages to each other within the system when logged in	
98	Board Evaluation Set up Evaluations: The system should be flexible enough to allow for different types of evaluation	
99	Evaluation completion: Users should be able to evaluate themselves and their colleagues through the system.	
100	The system must have a reporting module based on flexible user requirements (attendance register, declaration of interests and records for meetings)	
101	Minutes Capture: Provide an interface for the Board Secretary & Committee Secretaries to capture the Agenda, Reports & Minutes of meetings directly into the system, capture actions to be taken, by whom and by what date.	
102	Automatic Reminders: Based on the Board Secretary’s action items, the system will automatically send out reminders to users to complete their respective tasks by the due dates.	
103	System should display Council members names and profiles including (date of appointment, association representing, qualifications, length of term etc)	

104	System should have capability to store corporate plans such as strategic plans, financial forecasts and board committee calendars	
105	Audit Trail Provide audit trail mechanism and audit logs	
106	Digital Signatures: The System should allow users to sign documents. The signatures can be stored or one time signatures.	
107	Compliance and Risk Allow the company to setup multiple types of compliance with various regulatory bodies.	
108	Track & Update Compliance Status: Users should be able to update compliance status at various times. Compliance documents should be uploaded on the system	
109	Compliance Reporting: The system should generate graphical reports of compliance status for Board members – providing a Macro level view of the organizations compliance.	
110	Audit of Compliance: Allow the company to provide an external Authority with temporary and restricted access only to compliance documents for the purpose of audit.	
	MDs OFFICE	
111	Ability for creation of tasks and assigning them to different officers for action	
112	Ability for the assigned officer to be notified	
113	Ability for tracking of tasks from start to finish	
114	Ability to assign priority/urgency to assignments	
115	Ability to give timelines for finishing such assigned tasks	
116	Ability to produce analysis reports per defined period detailing Each assignment, Completion Status, Tracking Status,	
	Ability to provide full Business Intelligence reports.	
	Management of appointments	
117	Ability to create appointments and link them with Outlook	
118	Ability to re-assign, reject, accept appointments	
119	Ability to change appointment details e.g. date/time, reject	
120	Ability to notify parties involved in any appointment e.g. in case of acceptance/rejection, assignment etc	
121	Ability to convert/link an appointment to a task that follows the flow of managing a task	
122	Reports Ability to generate various reports including i. List successful meetings filtered by date detailing the agenda, attendees, date ii. Failed/Successful meetings filtered by date detailing the agenda, attendees, date iii. Available dates in a calendar year	
	Meeting Rooms Management	
123	Maintain a database of all available rooms and their location and status	
124	Allow staff to fill a request form for reservation of a meeting room indicating the required resources	
125	The system should allow for allocation and locking of the room and send alerts/notifications	

PRICE SCHEDULE FORMS

Enterprises Resource Planning (ERP) System Implementation and ICT Infrastructure Enhancement Project		
	Component	**Cost (KES) VAT Incl**
1	ERP Software Licensing / Subscription	
2	Customization & Implementation	
3	Capacity building, Training, Deployment & Change Management	
4	Infrastructure (Cloud Hosting/Servers)	
5	Commissioning	
6	Maintenance & Support (Annual)	
7	**Supply and delivery of;**	
a	**5 No. Mobile Phones** (Display: 6.7-inch 90Hz refresh rate, protected by Gorilla Glass. Rear Cameras: 50MP main (with OIS) + 5MP ultra-wide + 2MP macro Front Camera: 13MP Battery & Charging: 5,500mAh battery with 25W fast charging Software: Android 15 or above Durability & Extras: IP67dust and splash resistance)	
b	**2 Hand held GPS Devices** **TECHNICAL SPECIFICATIONS FOR HAND-HELD GPS DEVICES** Brand: Nautiz X21 Screen Size: 6.3", 167 mm x 75.5 mm x 17 mm Connectivity Technology: **Cellular (WWAN)** 5G: n1/n2/n3/n5/n28/n41/n71/n77/n78/n79 (4x4 MIMO) 4G LTE(FDD) – Bands 1, 2, 3, 4, 5, 7, 8, 12, 17, 20, 28 (TDD) – Bands 38, 39, 40, 41, 71 3G UMTS/HSPA+ – Bands 1, 2, 5, 8 2G GSM/GPRS/EDGE (850/900/1800/1900 MHz) *Supports Dual Sim Dual 5G *Supports 4G LTE Advanced , Up to CAT12 LTE downlink/uplink **Wireless LAN** Wi-Fi 6E+DBS, 2.4GHz & 5GHz & 6GHz IEEE 802.11a/b/g/n, ac/ax, e/k/r/v/u PMKID (2x2 MU-MIMO) Security WPA3, WPA2 **PAN** BT 5.2, BLE 5, Class 1.5 **NFC** 13.56 MHz ISO14443A/B, ISO15693, Mifare, Felica(ISO/IEC18092)	

		Map Type:	Dependent on the mapping software installed (e.g., satellite, vector, terrain layers)
		Included Components:	Handheld GNSS Receiver with internal Battery, Type C USB Charging Cable. Wall Plug Type C Charger
		Display Type	1080x2340 (FHD+) High Resolution Display High sunlight visibility- LCD backlight up to 500nits. Gorilla Glass with Multi-Touch Capacitive Touch Panel, support stylus, glove, wet-finger Compatibility
		Human Interface Input	Capacitive Touchscreen, Programmable Buttons, and Stylus
		Are Batteries Included:	Yes, Inbuilt.5100mAh Li-ion battery
9	**Total**		

Notes to Tenderers on working with the Price Schedules

1.1 General

The Price Schedules are divided into separate Schedules as follows:

a Grand Summary Cost Table

b Supply and Installation Cost Summary Table

c Recurrent Cost Summary Table

d Supply and Installation Cost Sub-Table (s)

e Recurrent Cost Sub-Tables (s)

f Country of Origin Code Table

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

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

2. Pricing

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

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

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

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

1. Grand Summary Cost Table

		[insert: ***Kenya shillings]*** ***Price***	*[insert:* ***Foreign Currency A]*** ***Price***	*[insert:* ***Foreign Currency B]*** ***Price***
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)			
2.	Recurrent Costs (from Recurrent Cost Summary Table)			
3.	Grand Totals (to Tender Submission Form)			

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

2. Supply and Installation Cost SummaryTable

Costs MUST reflect prices and rates quoted in accordance with ITT17 and

Line Item No.	**Subsystem / Item**	**Supply and Installation Cost Sub-Table No.**	*[insert:* ***Kenya shillings]*** Price	*[insert:* ***Local Currency]*** Price	*[insert:* ***Foreign Currency A]*** Price
1	Project Plan	- -			
2	Subsystem 1				
SUBTOTALS					
TOTAL (To Grand Summary Table)					

Note: - indicates not applicable. "Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Tenderer:_____

_____Date_____

Authorized Signature of Tenderer:

3. Recurrent Cost Summary Table

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

Line Item No.	**Subsystem / Item**	**Recurrent Cost Sub-Table No.**	***[insert: Kenya shilling] Price***	***[insert: Foreign Currency A] Price***	***[insert: Foreign Currency B] Price***
	Subtotals (to Grand Summary Table)				

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

Name of Tenderer:_____

Date_____

Authorized Signature of Tenderer:_____

4. Supply and Installation Cost Sub-Table *[insert: identifying number]*

Line-item number: [*specify:* ***relevant line-item number from the Supply and Installation Cost Summary Table*** *(e.g., 1.1)]*

Prices, rates, and subtotals MUST be quoted in accordance with ITT 17 and ITT18.

				Unit Prices / Rates				**Total Prices**			
				Supplied Locally	**Supplied from outside Kenya**			**Supplied Locally**	**Supplied from outside Kenya**		
Compo-nent No.	**Component Description**	**Country of Origin Code**	**Quan-tity**	***[insert: local currency]***	***[insert: local currency]***	***[insert: foreign currency A]***	***[insert foreign currency B]***	***[insert: local currency]***	***[insert: local currency]***	***[insert: foreign currency A]***	***[insert: foreign currency B]***
X.1	____	- -	- -	- -	- -	- -	- -				
Subtotals (to *[insert:* ***line item****]* of Supply and Installation Cost Summary Table)											

Note: - - indicates not applicable

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

5. Recurrent Cost Sub-Table [*insert: identifying number] –Warranty Period*

Lot number: [*if a multi-lot procurement, insert:* ***lot number, otherwise*** *state "****single lot procurement"]*** Line item number**: [***specify:* ***relevant line item number from the Recurrent Cost Summary Table–*** *(e.g., y.1)]* Currency: **[***specify:* ***the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed****]*

[As necessary for operation of the System, specify: ***the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed.*** *Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.]***

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

		Maximum all-inclusive costs (for costs in *[insert: currency]*)						
Component No.	**Component**	**Y1**	**Y2**	**Y3**	**Y4**	**...**	**Yn**	**Sub-total for *[insert: currency]***
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty						
2.1	System and General-Purpose Software	Incl. in Warranty						
2.2	Application, Standard and Custom Software	Incl. in Warranty						
3.	Technical Services							
3.1	Sr. Systems Analyst							
3.2	Sr. Programmer							
3.3	Sr. Network Specialist, …. etc.							
4.	Telecommunications costs [to be detailed]							
5.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							- -
Cumulative Subtotal (to *[insert:* ***currency]*** entry for *[insert:* ***line item***] in the Recurrent Cost Summary Table)								

Name of Tenderer:_____ Date_____

Authorized Signature of Tenderer: _____

6. Country of Origin Code Table

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

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE

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

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

2. Form ELI-1 Tenderer Information Form

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

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

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

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

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

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

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

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

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

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

alternative] Page_____of_____pages

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

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

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

Tenderer's Legal Name:_____ Date:_____

JV member Legal Name: _____

ITT No.: _____

Age of_____ pages

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

5. Form EXP - 1 Experience – General Experience

Tenderer's Legal Name:_____ Date:_____

JV Member Legal Name:_____ ITT No.: _____

Page_____ of_____ pages

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

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

6. Form EXP – 2 Specific Experience

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

Page _____ of _____ pages

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

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

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

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

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

Name of Tenderer or partner of a Joint Venture.

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

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

9. Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name: _____Date: _____

JV Member Legal Name: _____ITT No._____

Page _____ of _____ pages

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

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

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

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

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

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

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

---

10. Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

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

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

11. Form F-3 Financial Resources

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

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

12. Personnel Capabilities

i) Key Personnel

Name of Tenderer or partner of a Joint Venture

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

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

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

ii) Candidate Summary

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

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

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

iii) **Technical Capabilities**

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

(iv) Manufacturer's Authorization

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

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

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

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

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

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

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

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

(where appropriate)]

(v) Subcontractor's Agreement

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

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

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

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

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

Signed_____ Duly authorized to sign the authorization for and on

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

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

[add Corporate Seal (where appropriate)]

vi) List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

13. Intellectual Property Forms

Notes to Tenderers on working with the Intellectual Property

Forms

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

i) Software List

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

ii) List of Custom Materials

Custom Materials

14. Conformance of Information System Materials

I) Format of the Technical Tender

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

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

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

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

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

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

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

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

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

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

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

ii) Technical Responsiveness Checklist (Format)

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

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

Beneficiary:_____

Request forTenders No:

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

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

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

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

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

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

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

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

_____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed: ……..……..

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

Name: ……..

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

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

Seal or stamp

PART 2 – PROCURING ENTITY'S REQUIREMENTS

SECTION V - REQUIREMENTS OF THE INFORMATION SYSTEM

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

1. Technical Requirements

Notes on preparing the Technical Requirements
The Technical Requirements–in combination with the Implementation Schedule and the supporting System Inventory Tables – state the Supplier's obligations to design, supply and install the Information System and, as such, should be "voiced" to the Supplier (i.e., "The System MUST…" "The Supplier MUST…"). They form the contractual basis for the Procuring Entity-Supplier interactions on technical matters (in combination with refinements introduced through the Supplier's tender, the Project Plan, and any Change Orders).

The Technical Requirements also must include all the technical details that Tenderers will need to prepare realistic, responsive, and competitive tenders (i.e., covering all their obligations under the Contract if so awarded). However, matters addressed to the Tenderer's (i.e., before contract award) generally belong in the Format of the Technical Tender Section 8 of Part 1.

Often Technical Requirements are based on either consultant's project proposals (voiced to the Procuring Entity's management) or tenders from previous procurements (voiced to the Procuring Entity). In both instances, care needs to be taken in converting these materials into Technical Requirements (voiced to the Supplier). Otherwise, substantial ambiguity will be introduced in to the Technical Requirements from, among other things, "aspirational" text suggesting the benefits (to the Procuring Entity) which are often not obligations that the Supplier can deliver on or be held to deliver upon. Tender based language will often include "sales pitches", such as "expandability up to sixteen processors", whereas the Technical Requirements need to be stated as threshold values to be cleared by the Supplier (e.g., "expandability to at least sixteen processors").

Any sustainable procurement technical requirements shall be clearly specified. The sustainable procurement requirements may be specified to enable evaluation of such a requirement on a pass/ fail basis and/orated criterion (point system), as appropriate.

To the greatest extent possible, the Technical Requirements should be expressed in terms of the Procuring Entity's business activities, rather than a technological design. This leaves it up to the market to determine what specific Information Technologies can best satisfy these business needs. This is particularly relevant where the Information System will embody complex business logic in the form of application software.

Even in the case of a relatively straight-forward Information System, where the business need scan be clearly linked to technological and methodological requirements known in advance of any tendering, the requirements must still be vendor-neutral and admit the widest possible range of technical responses.

Accordingly, references to brand names, catalog numbers, or other details that limit the source of any item or component to a specific manufacturer should be avoided. Where such references are unavoidable, the words "or substantially equivalent" should be added to permit Tenderers to tender equivalent or superior technologies. (The Procuring Entity will need to be ready to indicate how this equivalence will be assessed.) Only in the most exceptional circumstances may Tenderers be required to offer brand-name items and the equivalency clause be omitted. Such brand-name components are the absolute fewest possible and each component has been explicitly identified in the Tender Data Sheet for ITT 16.3.

Similarly, where national standards or codes of practice are specified, the Procuring Entity should include a statement that other national or international standards "that are substantially equivalent" will also be acceptable.

To help ensure comparable tenders and ease Contract execution, the Procuring Entity's requirements must be stated as clearly as possible, with minimum room for differing interpretations. Thus, wherever possible, technical requirements should include definitive characteristics and quantifiable measures. If technical characteristics in a specific range, or above or below specific thresholds, are required, then these should be clearly specified. For example, the expandability of a server should be stated as "no less than four processors." Technical specifications that state only "four processors" create un necessary uncertainty for Tenderers regarding whether or not, for example, a server that could be expanded up to six process or boards would be technically responsive.

Quantitative technical specifications must, however, be employed with care. They can dictate technical architectures and, thus, be unnecessarily restrictive. For example, a quantitative requirement for the minimum width of the data path in a processor may be unnecessarily restrictive. Instead, a specification of a required level of

standard performance benchmark test is more appropriate, allowing different technical approaches to achieving the Procuring Entity's functional and performance objectives. In general, the Procuring Entity should try to use widely accepted direct measures of performance and functionality whenever possible and carefully review specifications for those that might dictate technical architectures.

It is important that the Technical Requirements clearly identify which are mandatory features (for which a tender's nonconformance might require rejection for non-responsiveness) and which are preferable features that can be included or excluded from a tender at the Tenderer's option. To enhance the clarity of the specifications, Procuring Entities are advised to use the word "MUST" (in bold capitals) in sentences describing mandatory requirements. A clear requirement numbering scheme is also essential.

The following presents a sample outline format for the Technical Requirements Section. This can and should be adapted to meet the Procuring Entity's needs for the specific Information System to be procured.

A. Acronyms Used in the Technical Requirements

i) Acronym Table

Note: Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

	Term	**Explanation**
	Bps	bits per second
	Cps	characters per second
	DBMS	Database Management System
	DOS	Disk Operating System
	Dpi	dots per inch
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	Gigabyte
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	International Standards Organization
	KB	Kilobyte
	kVA	Kilovolt ampere
	LAN	Local area network
	Lpi	lines per inch
	Lpm	lines per minute
	MB	Megabyte
	MTBF	Mean time between failures
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PCL	Printer Command Language
	Ppm	pages per minute
	PS	PostScript -- Adobe page description language

	Term	Explanation
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN

B. Functional, Architectural and Performance Requirements

i) Legal and Regulatory Requirements to be met by the Information System

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

*1) [as appropriate, summarize: **each relevant legal code and regulations that govern the business processes and procedures that will be automated with the Information System**;]*

2) **Note**: If appropriate, prepare a sub section with the relevant legal codes and regulations to be included in the Background and Informational Materials and reference these materials.

ii) Business Function Requirements to be met by the Information System

2.1 The Information System MUST support the following business functions

*1) [describe, at the appropriate level of detail for the Information System being supplied and installed: **each specific business processes and procedures that will be automated by the Information System**.]*

*2) **Note:** These business process descriptions may be textual as well as presented in a formal system analysis formats (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)*

As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

iii) Architectural Requirements to be met by the Information System

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

1) Software Architecture: *[specify: **features (use diagrams as appropriate)**]*.

2) Hardware Architecture: *[specify: **features (use diagrams as appropriate)**]*.

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

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

2) Installation, Configuration and Change Management: *[specify: **features**]*.

3) Operational Monitoring, Diagnostics, and Troubleshooting: *[specify: **features**]*.

4) User Administration and Access Control; User and Usage Monitoring and Audit Trails: [*specify: **features**]*

5) System and Information Security and Security Policies: [*specify: **features**]*

6) Back-up and Disaster- Recovery: [*specify: **features**]*

v) Performance Requirements of the Information System

5.1 The Information System MUST reach the following performance levels.

1) [describe, at the appropriate level of detail for the particular Information System being supplied and installed: ***each relevant throughput and/or response times for specific business processes and procedures automated by the System****; also describe: in business process terms,* ***the relevant conditions under which the System must achieve these performance standards*** *(e.g., the number of concurrent users, type of transactions, type and quantity of business data that the System must process in achieving these performance standards, etc.)]*

2) Note: Whenever feasible, business functions should be stated and used as the basis for performance specifications. Relying solely on technological requirements can in advertently restrict competition.

C. Service Specifications– Supply& Install Items

i) System Analysis, Design and Customization/ Development

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

2) Detailed Analysis: [for example, specify: ***System Design Document; System Requirements Specification; Interface Requirements Specification); Software/System Test Descriptions; Software/ System Test Plan****, etc.]*

3) Physical Design: [*for example, specify:* ***Software Design Description; Interface Design Document; Data base Design Document****; etc.]*

4) *Integrated System: [for example, specify:* ***User's Manual; Operations Manual; Source Code; CASE Files;*** *etc.****]***

ii) Software Customization/ Development

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

2)*[for example, describe:* ***Software Development Method*** *(e.g., Cascade, Rapid Application Development;* ***and/ or Open Standards*** *(e.g., Java, XML, etc.);* ***and/ or CASE tools****, etc.]*

iii) System Integration (to other existing systems)

1) The Supplier MUST perform the following Integration Services *[for example, describe:* **existing information systems** *(as appropriate, reference the relevant subsection of the Background and Informational Materials Section containing any detailed description of existing systems); and specify:* ***technical and functional level of integration with the Information System****.]*

(iv) Training and Training Materials

(4.1) The Supplier MUST provide the following Training Services and Materials.

1) User: [for example, specify: ***minimum curricula, modes of training, modes of testing, and training materials for: the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System;*** *as appropriate, reference the relevant subsection in the Background and Informational Material Section containing any detailed information regarding the available training facilities; etc.]*

2) Technical: [for example, specify: ***minimum curricula, modes of training, modes of testing (e.g., certification levels), training materials and training locations for: the key technology and methodology components of the Information System****; etc.]*

3) Management: [for example, specify: ***minimum curricula, modes of training, modes of testing, training materials and training locations for: the familiarization with the functionality, technology and methodology components of the Information System, corporate management of information systems****; etc.]*

v) Data Conversion and Migration

1) The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services: [*for example, specify:* ***volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods****; etc.]*

vi) Documentation Requirements

(6.1) The Supplier MUST prepare and provide the following Documentation.

1) End-User Documents: [*for example, specify:* ***type(s) of end-user documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods****; etc.]*

2) Technical Documents: *[for example, specify:* ***type(s) of technical documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods****; etc.]*

vii) Requirements of the Supplier's Technical Team

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

1) Project Team Leader: *[for example, specify:* ***education/ certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

2) *[specify:* ***Business Area****]* Expert: *[for example, specify:* ***education/ certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

3) System Analyst: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

4) Database Expert: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

5) Programming Expert: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

6) System Administration / Security Expert: *[for example, specify:* ***education/ certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

7) Computer Hardware Expert: *[for example, specify:* ***education/ certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

8) Network and Communications Expert: *[for example, specify:* ***education/ certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

9) Training Expert: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

10) Documentation Specialist: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

11) …

D. Technology Specifications– Supply& Install Items

(i) General Technical Requirements

1) Language Support: All information technologies must provide support for the *[insert:* ***either national or business language(s) of the end-user(s)****]*. Specifically, all display technologies and software must support the ISO *[insert:* ***character set number****]* character set and perform sorting according to *[insert:* ***appropriate standard method****]*.

2) Electrical Power: All active (powered) equipment must operate on *[specify:* ***voltage range and frequency range****, e.g., 220v +/- 20v, 50Hz +/- 2Hz]*. All active equipment must include power plugs standard in *[insert: Procuring Entity's Country]*.

3) Environmental: Unless otherwise specified, all equipment must operate in environments of *[specify,* ***temperature, humidity, and dust conditions****, e.g., 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust]*.

(4) Safety:

4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than *[insert: **maximum number**, e.g.,55]* decibels.

4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting *[insert: **emission standard**, e.g., USFCC class B or END 55022 and END 50082-1],* or equivalent, emission standards.

ii) Computing Hardware Specifications

2.1 Processing Unit Type 1: *[specify: **name of processing unit and technical function** (e.g., Central Database Server)]:*

1) Processing unit performance: As configured for the tender, the processing unit MUST, at a minimum,

a) Achieve *[specify: **standard benchmark test or tests and minimum performance levels**, for example, "SPECCPU 2006 rating"]*
(Or, for PCs)
Achieve a minimum performance equal to a score of *[specify: **score]*** under the benchmark *[specify: **benchmark**, for example "Sylmar 2007 Rating"]*

b) Provide input-output performance, as follows *[specify: **minimum input-output performance levels** (e.g., data bus transfer rates; standard peripheral inter faces; minimum number of con current terminal sessions, etc.)]*

(2) Processor expandability: *[for example, specify: **minimum acceptable number of processors**; **minimum acceptable levels of performance**; **minimum acceptable degree of expandability for processors/ performance**, **relative to tender configuration**; **minimum acceptable number of internal Sub system expansions lots**; etc.,]*

(3) Process or memory and other storage: *[for example, specify: **main memory; cache memory; disk storage; tape storage; optical drives**; etc.]*

Note: If the upgrade requirements over the next few years for processing power, memory, etc., are reasonably well known at the time the tendering documents are to be issued, the Procuring Entity may wish to incorporate these requirements in the Recurrent Cost Table and possibly include them in the Contract Price. This will subject them to competition and provide away contractually to control future price increases. This approach reserves for the Procuring Entity the option of including upgrades in the Contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final Contract.

(4) Processing unit fault tolerance: *[for example, specify: **error checking; failure detection, prediction, reporting, and management; redundant power supplies and other modules; "hot-swappable modules**"; etc.]*

(5) Processing unit management features: *[for example, specify: **features and supported standards; local and remote management**; etc.]*

(6) Processing unit input and output devices: *[for example, specify: **network interfaces and controllers; display; keyboard; mouse; bar-code, smart-card, and identification-card readers; modems; audio and video interfaces and devices**; etc.]*

(7) Other processing unit features: *[for example, specify: **power-saving features; battery life for portable equipment**; etc.]*

2.2 Processing Unit Type 2: *[specify: **name of processing unit and technical function** (e.g., General Purpose Work station)]:*

3.1.2.1 …

ii) Network and Communications Specifications

3.1 Local Area Network:

1) Equipment and software: *[for example, specify: as appropriate, for each type of equipment and software: **protocols supported; performance levels; expandability, fault tolerance, administration, management and security features**; etc.]*

2) Cabling: *[for example, specify: **cable type(s); topology(ies); cable protectors, channels and other installation standards (e.g., ANSI / EIA / TIA 598); cable labeling schemes, references to premises drawing**s; etc.]*

3.2 Wide-Area Network:

3) Equipment and software: *[for example, specify:* ***protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features****; etc.]*

4) Telecommunications Services: *[for example, specify:* ***media; capacity; protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features****; etc.]*

3.2 Other Communications Equipment: *[for example, specify:* ***modems; facsimile devices; modem and facsimile servers****, etc.]*

3.3 Video Conferencing/ Congress Equipment:

3.5. …

iii) Ancillary Hardware Specifications

1) Shared Data Storage Devices: *[specify:* ***disk; tape; optical storage devices, including capacities, interfaces, hardware-based administration/ diagnostics/ fail over****, etc.]:*

2) Shared Output and Input Devices:

General Requirements: Unless otherwise specified, all shared output and input devices must be capable of handling A4 standard sized paper.

Printers: *[for example, specify:* ***high-speed, high-quality printer; standard-speed, high-quality printer; high-speed, large-format (A3) printer; color, high-quality printer, video and output devices****; etc.]*

Scanners: *[for example, specify:* ***scanner resolution; paper-/ film-handling features; speed****; etc.]*

3) Power Conditioning Devices:

3.1 Uninterruptable Power Supplies: *[for example, specify:* ***output power delivery and duration capacity, power filtering capacity, battery features, interfaces, device management diagnostics and fail over features****, etc.]*

4) Specialized Furnishing/ Equipment:

4.1 Equipment Cabinets/ Racks: *[for example, specify:* ***size, capacity, physical access and access control, ventilation and environmental control features****, etc.]*

4.2 Environment Control Equipment: *[for example, specify:* ***air conditioning units; humidity control equipment; etc****.]*

4.3 Physical Access Control Equipment: *[for example, specify:* ***door entry controls; intrusion detection; video surveillance****, etc.]*

4.4 Logical Access Control Equipment: *[for example, specify:* ***secure identity tokens; token readers****, etc.]*

iv) Standard Software Specifications

5 System Software and System - Management Utilities:

1) Processing unit type 1: *[for example, specify:* ***operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools****; etc.]*

2) Processing unit type 2: *[for example, specify:* ***operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools****; etc.]*

3) Etc...

5.1 Networking and Communications Software: *[for example, specify:* ***protocols, media and equipment to be supported; network services, management and administration features; security and failure management features****; etc.]*

5.2 General-Purpose Software: *[for example, specify:* ***Office Automation Software; programming tools and libraries****; etc.]*

5.3 Database Software and Development Tools: *[for example, specify:* ***database and database management feature; development tools and environments****; etc.]*

5.4 Business Application Software: [*for example, specify:* ***specific business functions to be supported in native code; application management feature; customization options and tools****; etc.]*

v) Consumables

6.1 Printer Ink/ Toner–PrinterType1:

vi) Other Non-IT Goods

6.2 Work station Desks:

6.3 Photocopiers:

6.4 Specialized Mechanical Systems–Data center *[for example, specify:* ***raised floor system, electrical distribution subsystem****, etc.]*

E. Testing and Quality Assurance Requirements

(i) Inspections

1.1 Factory Inspections: [*if* any, *specify:* ***the items, criteria, and methods to be employed by the Procuring Entity, or its agent, during factory inspections of the Information Technologies and other Goods prior to their shipment to the site(s)****.]*

1.2 Inspections following delivery: [*if any, specify:* ***the items, criteria, and methods to be employed by the Procuring Entity, or its agent, upon delivery and unpacking of the Information Technologies and other Goods to the Site(s)****.]*

ii) Pre-commissioning Tests

2.1 In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Procuring Entity) must perform the following tests on the System and its Sub systems before Installation will be deemed to have occurred and the Procuring Entity will issue the Installation Certificate (s) (pursuant to GCC Clause 26 and related SCC clauses).

2.2 [specify: Sub system1(as defined in the Site Table[s] attached to the Implementation Schedule) specify: ***tests, test conditions, success criteria****, etc.]*

2.3 [specify: Sub system2(as defined in the Site Table{s}) specify: ***tests, test conditions, success criteria****, etc.]*

2.4 the Entire System: Pre-commissioning Tests for the entire System are: *[specify:* ***tests, test conditions, success criteria****, etc.]*

iii) Operational Acceptance Tests

3.1 Pursuant to GCC Clause27 and related SCC clauses, the Procuring Entity (with the assistance of the Supplier) willperformthefollowingtestsontheSystemanditsSubsystemsfollowingInstallati on to determine whether the System and the Sub systems meet all the requirements mandated for Operational Acceptance.

3.2 [specify: Subsystem 1 (as defined in the Implementation Schedule) specify: ***tests, test conditions, success criteria****, etc.]*

3.3 [specify: Subsystem 2 (as defined in the Implementation Schedule) specify: ***tests, test conditions, success criteria****, etc.]*

3.4 the Entire System: Pre-commissioning Tests for the entire System are: *[specify:* ***tests, test conditions, success criteria****, etc.]*

Note: The complexity of the Operational Acceptance Testing needed will vary in accordance with the complexity of the System being procured. For simpler Information Systems Operational Acceptance Testing may simply consist of requiring a specified period of trouble-free System or Sub system operation under normal operating conditions. For more complex Systems, Operational Acceptance testing will require extensive, clearly defined tests under either production or mock-production conditions.

F. Service Specifications–Recurrent Cost Items

i) Warranty Defect Repair

1.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

1) Warranty Defect Repair Service: *[for example, specify:* ***coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse****; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

2) ...

ii) Technical Support

2.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

1) User support / hot line: *[for example, specify:* ***coverage period; response time and problem resolution performance standards;*** *etc.]*

2) Technical Assistance: *[for example, specify:* ***categories of technical staff required; anticipated tasks and objectives; response-time performance standards****; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

3) Post-Warranty Maintenance Services: *[for example, specify:* ***coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse****; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

4) ....

iii) Requirements of the Supplier's Technical Team

3.1 The Supplier MUST provide a technical team to cover the Procuring Entity's anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

1) System Analyst: *[for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

2) Database Expert: [*for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.]*

3) Programming Expert: [*for example, specify:* ***education/certifications, years' experience in, demonstrated successful experience in,*** *etc.].*

4) …

Note: The Technical Assistance Team specification may be used to develop tender prices for technical support Recurrent Costs. These may be included in the main Contract or be subject to separate contracts. In either regard, to obtain meaningful and comparable tender prices, the Procuring Entity will need to specify the roles of the technical support team members in this section and indicate the quantities of the corresponding inputs in the Systems Inventory Tables for Recurrent Cost items.

G. Implementation Schedule

Notes on preparing the Implementation Schedule *the Implementation Schedule summarize when and where Installation, and Operational Acceptance should take place for all Sub systems and/ or major components of the System, and for the overall System it self–as well as any other major Contract milestones.*

Note: *The delivery date is not presented in the Implementation Schedule. Under Incoterms 2010 for CIP, Delivery refers to the date when the Supplier delivers the goods to the first carrier at the port of embarkation, not to the arrival of the goods at the destination site. Delivery (shipment) date therefore varies according to the country of origin of the goods and the Supplier's chosen method of transport.*

The target dates need to be realistic and achievable in light of the capacity of both the average Supplier and the Procuring Entity to carry out their respective contract obligations. Also, the Procuring Entity must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the tendering document, especially in the GCC/SCC (e.g., and/ or times specified for the submission and acceptance of the Agreed Project Plan). The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the Contract - but not so detailed that it unnecessarily constrains tenderers from organizing the proposed work in the most efficient and effective manner.

To facilitate the tendering and the contract management processes, the Implementation Schedule, the System Inventory Tables and Price Schedules should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Sub system, as well as the quantities of each item required (for the supply and install cost items as well as their current cost items). For each System Inventory Table there should be a corresponding Price Schedule that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the changes of obtaining complete and comparable tenders (and ease the tender evaluation process) as well as improving the likelihood that the Procuring Entity's and Supplier's interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the Information System).
The sample tables comprise:

a) An Implementation Schedule Table;
b) A Site Table(s); and
c) A Table of Holidays and other Non-Working Days.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text in the tables is illustrative only and should be modified or deleted as appropriate. The timings stated in the Implementation Schedule should be specified in weeks from Contract Effectiveness. This will ease the maintenance of the tendering documents during the preparation and tendering processes.

Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages maybe applied in the event of implementation delays arising from the actions of the Supplier (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the Procuring Entity to ensure contract discipline by the Supplier- but not so many that they unnecessarily strain the Procuring Entity-Supplier relationship upon which the successful implementation of the Information System will invariably depend.

The Site Table(s) catalog the physic allocation of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of a number of branch offices in remote regions, different departments or offices in the same city, or a combination of these. The Procuring Entity must specify this information in sufficient detail so that Tenderers can accurately estimate costs related to:

a) Delivery and insurance;
b) Installation, including cabling and inter-building communications, etc.
c) Perform support services, such as warranty defect repair, maintenance, and other technical support services; and
d) Other related Service obligations the successful Tenderer will have to perform under the Contract, including related travel and subsistence costs.

This information will also help Tenderers identify which site(s) may warrant a site visit during the period they are preparing their tenders. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.

i) Implementation Schedule Table

*[Specify **desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.]***

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Tenderer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan	- -	- -		- -	W_	no
1	Subsystem 1	1	___		- -	- -	- -
:	etc.						
x	Operational Acceptance of the System as an integrated whole	- -	all sites		- -	W__	yes
y	Recurrent Cost Items – Warranty Period	y	- -				

Note: The System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.
- - indicates not applicable. "Indicates repetition of table entry above.

II). SITE TABLE(S)

*[Specify: **the detailed information regarding the site(s) at which the System is to be operated**]*

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
HQ	Headquarters			
R1	Region 1			
R1.1	Region 1 Head Office			
R1.2	ABC Branch Office			
R1.3	DEF Branch Office			

III) TABLE OF HOLIDAYS AND OTHER NON – WORKING DAYS

*[Specify: **the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).**]*

Month	20xy	20xy+1	20xy+2	....			...	20zz
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

H. System Inventory Tables

Notes on preparing the System Inventory Tables

The System Inventory Tables detail:

a) for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;

b) the quantities of such Information Technologies, Materials, and other Goods and Services;

c) the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)

d) the cross references to the relevant section of the Technical Requirements where that item is described in greater detail.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the Procuring Entity to obtain price information about items that are needed during the Warranty Period.

A. System Inventory Table (Supply and Installation Cost ITEMS) [*insert: identifying NUMBER]*

Line-item number: [*specify: **relevant line-item number from the Implementation Schedule (e.g., 1.1)]***
*[as necessary for the supply and installation of the System, specify: **the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed.** Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration.]*

Component No.	**Component**	**Relevant Technical Specifications No.**	**Additional Site Information (e.g., building, floor, department, etc.)**	**Quantity**
1.	Subsystem 1		- -	- -
1.1	_____			- -
:				
2.	Subsystem 2			- -
2.1	_____			- -
:				

Note: - - indicates not applicable. “indicates repetition of table entry above.

B. SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) [*INSERT: **IDENTIFYING NUMBER***]–

Line-item number: *[specify: **relevant line-item number from the Implementation Schedule (e.g., y.1)**]*

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
1.	Warranty Defect Repair		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
2.	Software/Firmware Licenses and Updates:		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		----days	----days	----days
3.2	Sr. Programmer		----days	----days	----days
3.3	Sr. Network Specialist, …. etc.		----days	----days	----days
	…				

Note: - indicates not applicable. “indicates repetition of table entry above.

2. Background and Informational Materials

Notes on Background and Informational Materials

This section of the tendering document provides a place to gather materials that the Procuring Entity believes will help Tenderers prepare more precisely targeted technical tenders and more precise tender prices.

These materials MUST NOT introduce requirements for the Information System. Rather they should assist Tenderers to interpret the Technical Requirements and the General and Specific Conditions of Contract. For example, these Background and Informational Materials may describe existing information systems that the Information System to be supplied and installed under the Contract must integrate with. However, the specific requirement that the Supplier must integrate the Information System with other systems needs to be stated in the Technical Requirements. Similarly, these Background and Informational Materials may describe the legal and regulatory norms (including for example statutory report formats) that are relevant to the Information System. The Technical Requirements Section would need to spell out that the Supplier must ensure the Information System complies with the relevant legal and regulatory norms.

Background and Informational Materials

Note: The following is only a sample outline. Entries should be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. DO NOT introduce requirements for the System in this section.

A. BACKGROUND

1 The Procuring Entity

1.1 [provide: an overview of the Agency's legal basis, organizational role, and core objectives]

1.2 [provide: an overview of the stakeholders to the Information System

1.3 [provide: an overview of the Procuring Entity's project management and decision-making arrangements applicable to the System and performance of the Contract]

2 The Procuring Entity's Business Objectives for the Information System

2.1 [provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System]

2.2 [provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System]

2.3 [provide: a brief description of the expected benefits of the System]

B. INFORMATIONAL MATERIALS

3 The Legal, Regulatory, and Normative Context for the Information System

3.1 [provide: an overview of the laws, regulations and other formal norm which will shape the Information System.]

3.2 [provide: samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement.]

4 Existing Information Systems/ Information Technologies Relevant to the Information System

4.1 [provide: an overview of the existing information systems and information technologies which will establish the technological context for the implementation of the Information System.]

4.2 [provide: an overview of the ongoing or planned information systems initiatives that will shape context for the implementation of the Information System.]

5 Available Training Facilities to Support the Implementation of the Information System

5.1 [provide: an overview of the Procuring Entity's existing training facilities that would be available to support the implementation of the Information System.]

6 Site Drawings and Site Survey Information Relevant to the Information System

6.1 [provide: information of the sites at which the Information System would be implemented.]

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI - General Conditions of ContractC

General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

a) Contract Elements

i) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

ii) "Contract Documents" means the documents specified in Article1.1(Contract Documents) of the Contract Agreement (including any amendments to these Documents).

iii) "Contract Agreement" means the agreement entered into between the Procuring Entity and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the tender documents and any modifications to this form agreed to by the Procuring Entity and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

iv) "GCC" means the General Conditions of Contract.

v) "SCC" means the Special Conditions of Contract.

vi) "Technical Requirements" means the Technical Requirements in Section VII of the tendering documents.

vii) "Implementation Schedule" means the Implementation Schedule in Section VII of the tendering documents.

viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

ix) "Procurement Regulations" refers to the Regulations issued under the Public Procurement and Asset Disposal Act (2015).

x) "tendering documents" refers to the collection of documents issued by the Procuring Entity to instruct and inform potential suppliers of the processes for tendering, selection of the winning tender, and Contract formation, as well as the contractual conditions governing the relationship between the Procuring Entity and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the tendering documents reflect the Procurement Regulations that the Procuring Entity is obligated to follow during procurement and administration of this Contract.

b) Entities

i) "Procuring Entity" means the entity purchasing the Information System, as **specified in the SCC.**

ii) "Project Manager" means the person **named as such in the SCC** or otherwise appointed by the Procuring Entity in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Procuring Entity.

iii) "Supplier" means the firm or Joint Venture whose tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Procuring Entity in the manner provided in GCC Clause18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

v) "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is sub contracted directly or indirectly by the Supplier.

vi) "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Procuring Entity and the Supplier to make a decision on or to settle any

Dispute between the Procuring Entity and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

c) Scope

i) "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

ii) "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.

iii) "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.

iv) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.

v) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre- commissioning, Commissioning, maintenance, and technical support.

vi) "The Project Plan" means the document to be developed by the Supplier and approved by the Procuring Entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's tender. The "Agreed Project Plan" is the version of the Project Plan approved by the Procuring Entity, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

vii) "Software" means that part of the System which are instructions that cause information processing Sub systems to perform in a specific manner or execute specific operations.

viii) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.

ix) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General- Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

x) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

xi) "Standard Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

xii) "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.

xiii) "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Procuring Entity under the Contract.

xv) "Standard Materials" means all Materials not specified as Custom Materials.

xvi) "Custom Materials" means Materials developed by the Supplier at the Procuring Entity's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

xvii) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extractor re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter in to computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

xviii) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

d) Activities

i) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the current edition Incoterms specified in the Contract.

ii) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).

iv) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test (s).

v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Sub system, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

vi) "Operational Acceptance" means the acceptance by the Procuring Entity of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause27.3(Operational Acceptance).

e) Place and Time

i) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

ii) **Unless otherwise specified in the SCC** "Project Site (s)" means the place (s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.

iii) "Eligible Country" means the countries and territories eligible for participation in procurements.

iv) "Day" means calendar day of the Gregorian Calendar.

v) "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in Kenya.

vi) "Month" means calendar month of the Gregorian Calendar.

vii) "Year" means twelve (12) consecutive Months.

viii) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Sub system(s).

ix) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Procuring Entity and Supplier in relation to the System, as **unless otherwise specified in the SCC,** the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract**.**

x) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Sub system(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Sub-system[s]) as provided in GCC Clause 29 (Defect Liability).

xi) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/ or technical support services (if any) must be available.

xii) The Post-Warranty Services Period" means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/ or technical support services for the System, either under this Contractor under separate contract(s).

2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Procuring Entity and Supplier shall be written in **the English Language** of these tendering documents**,** and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the English Language under GCC Clause 3.1.1 above, the translation of such documents into the **English** language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.2 Singular and Plural The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 **Headings**
The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons
Words importing persons or parties shall include firms, corporations, and government entities.

3.5 Incoterms
Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

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

3.7 Amendment

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

3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Sub contractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Procuring Entity, and nothing contained in the Contractor in any sub contract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Sub contractors and the Procuring Entity.

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Procuring Entity.

3.10 Non-waiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.11 Severability

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

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, air mail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by air mail or special courier.

4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3 Pursuant to GCC Clause 18, notices from/to the Procuring Entity are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Procuring Entity or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of the Procuring Entity are as **specified in the SCC** or as subsequently established/ amended. The address of the Supplier's Representative and the fall back address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5. Governing Law

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

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

a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

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

6 Fraud and Corruption

6.1 The Procuring Entity requires compliance with the laws of Kenya on Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in its statutes.

6.2 The Procuring Entity requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

7 Scope of the System

7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision fall Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and Materials were expressly mentioned in the Contract.

7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's tender, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), areas **specified in the SCC,** including the relevant terms, characteristics, and timings.

8 Time for Commencement and Operational Acceptance

8.1 The Supplier shall commence work on the System with in the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall there after proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Sub system (s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9 Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in the irrespective callings and supervisory staff who are competent to adequately supervise the work at hand.

9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring Entity and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.

9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Kenya that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Procuring Entity under GCC Clause 10.4 and that are necessary for the performance of the Contract.

9.5 The Supplier shall comply with all laws in force in Kenya. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring Entity from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature a rising or resulting from the violation of such laws by the Supplier or its personnel, including the Sub contractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Procuring Entity to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.

9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).

9.8 Pursuant to paragraph 2.2e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Supplier's and its Sub contractors' and sub-consultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the PPRA's prevailing sanctions procedures).

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

9.10 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10 Procuring Entity's Responsibilities

10.1 The Procuring Entity shall ensure the accuracy of all information and/or data to be supplied by the Procuring Entity to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Procuring Entity shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1(b).

10.3 The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other are as reasonably required for the proper execution of the Contract.

10.4 If requested by the Supplier, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or under takings require the Supplier or Sub contractors or the personnel of the Supplier or Sub contractors, as the case may be, to obtain.

10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6 The Procuring Entity shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring Entity may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7 Unless otherwise specified in the Contractor agreed upon by the Procuring Entity and the Supplier, the Procuring Entity shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.

10.8 The Procuring Entity will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

10.9 The Procuring Entity assumes primary responsibility for the Operational Acceptance Test (s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in anyway the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10 The Procuring Entity is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Procuring Entity, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test (s), in accordance with GCC Clause 27.2.

10.12 **Unless otherwise specified in the SCC** the Procuring Entity shall have no other Procuring Entity responsibilities.

C. Payment

11 Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2 Unless an adjustment clause is **provided for in the SCC,** the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;

11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

11.4 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price–tender price)/ tender price X 100*.

12 Terms of Payment

12.1 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract. The Contract Price shall be paid as **specified in the SCC.**

12.2 No payment made by the Procuring Entity herein shall be deemed to constitute acceptance by the Procuring Entity of the System or any Sub system (s).

12.3 Payments shall be made promptly by the Procuring Entity, but in no case later than (sixty (60) days after submission of a valid invoice and upon satisfactorily performance of the contractual obligations by the Supplier. In the event that the Procuring Entity fails to make any payment by its respective due date or within the period set forth in the Contract, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate (s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

12.4 Payments shall be made in the currency (ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC.**

12.5 **Unless otherwise specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside Kenya shall be made to the Supplier through an irrevocable Form of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the Form of credit will be subject to Article10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.

13 Securities

13.1 **Issuance of Securities**
The Supplier shall provide the securities specified below in favor of the Procuring Entity at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

a) Unless otherwise specified in the SCC, the Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

b) The security shall be in the form provided in the tendering documents or in another form acceptable to the Procuring Entity. The amount of the security shall be reduced in proportion to the value of the System

executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Procuring Entity. **Unless otherwise specified in the SCC,** the reduction in value and expiration of the Advance Payment Security are calculated as follows:

P*a/(100-a), where "P" is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and "a" is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the tendering documents, or it shall be in another form acceptable to the Procuring Entity.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14 Taxes and Duties

14.1 For Goods or Services supplied from outside and inside Kenya, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Kenya and inside Kenya, and these duties or taxes shall be made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Procuring Entity. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in Kenya, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

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

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in Kenya (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Sub contractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. Intellectual Property

15 Copyright

15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

15.2 The Procuring Entity agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause16, except that additional copies of Standard Materials may be made by the Procuring Entity for use within the scope of the project of which the System is apart, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3 The Procuring Entity's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity)**.**

15.4 **Unless otherwise specified in the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contractor on creation of the rights (if later than the date of this Contract), vest in the Procuring Entity. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring Entity may consider necessary or desirable to perfect the right, title, and interest of the Procuring Entity in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of am or alright in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring Entity and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

16 Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier here by grants to the Procuring Entity license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
Such license to access and use the Software shall:

a) be:

i. non-exclusive;

ii. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);

iii. **unless otherwise specified in the SCC** valid throughout Kenya;

iv. **unless otherwise specified in the SCC subject** to NO additional restrictions.

b) Permit the Software to be:

i. used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's tender), plus a backup computer(s) of the same or similar capacity, if the primary is (are) in operative, and during a reasonable transitional period when use is being transferred between primary and back up;

ii. used or copied for use on or transferred to are placement computer (s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's tender specifies a class of computer to which the license is restricted, the replacement computer (s) is (are) within that class;

iii. if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or back up computer (s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

iv. reproduced for safe keeping or back up purposes;

v. customized, adapted, or combined with other computer software for use by the Procuring Entity, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as a reset forth in this Contract;

vi. **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their sub-contractors, (and the Procuring Entity may sub-license such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as a reset forth in this Contract; and

vii. **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2 TheSupplierhastherighttoauditheStandardSoftwaretoverifycompliancewiththeabovelicenseagreements. **Unless otherwise specified in the SCC**, the Procuring Entity will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Procuring Entity and the Supplier, Procuring Entity will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17 Confidential Information

17.1 **Unless otherwise specified in the SCC,** the" Receiving Party" (either the Procuring Entity or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring Entity or the Procuring Entity's use of the System.

17.3 Notwithstanding GCC Clauses 17.1 and 17.2:

a) the Supplier may furnish to its Subcontractor Confidential Information of the Procuring Entity to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

b) the Procuring Entity may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and a tenderer by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4 The Procuring Entity shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring Entity's prior written consent, use any Confidential Information received from the Procuring Entity for any purpose other than those that are required for the performance of the Contract.

17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

a) Now or hereafter enters the public domain through no fault of the Receiving Party;
b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

17.6 The above provisions of this GCC Clause17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.

17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

18 Representatives

18.1 **Project Manager**

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Procuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The

Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Procuring Entity on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Procuring Entity pursuant to GCC Clause4.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then with in fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Procuring Entity in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Procuring Entity does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3The Supplier shall not revoke the appointment of the Supplier's Representative without the Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the Procuring Entity consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Procuring Entity's Project Manager and staff, act within their own authority, and a tenderer by directives issued by the Procuring Entity that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Procuring Entity (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities there by delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause18.2.5shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Objections and Removals

18.3.1 The Procuring Entity may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may have behaved inappropriately, be incompetent, or be negligent. The Procuring Entity shall provide evidence of the same, where upon the Supplier shall remove such person from work on the System.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause18.3.1, the Supplier shall, where required, promptly appoint a replacement.

19 Project Plan

19.1 In close cooperation with the Procuring Entity and based on the Preliminary Project Plan included in the Supplier's tender, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/ or Technical Requirements.

19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Entity. The Procuring Entity shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Procuring Entity. The Procuring Entity shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring Entity shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Procuring Entity and the Supplier.

19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Procuring Entity Monthly Progress Reports summarizing:

i) Results accomplished during the prior period;

ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;

iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;

iv) other issues and outstanding problems; proposed actions to be taken;

v) resources that the Supplier expects to be provided by the Procuring Entity and/ or actions to be taken by the Procuring Entity in the next reporting period;

vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6 The Supplier shall submit to the Procuring Entity other (periodic) reports **as specified in the SCC**.

20 Sub-contracting

20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring Entity. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring Entity for its approval insufficient time so as not to impede the progress of work on the System. The Procuring Entity shall not withhold such approval unreasonably. Such approval by the Procuring Entity of a Subcontractor (s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring Entity's prior approval under GCC Clause 20.3.

20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Procuring Entity in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring Entity has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontract or to which the Procuring Entity has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring Entity during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring Entity of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring Entity or Supplier as they are specified in GCC Clauses

20.1 and 20.2, or in Appendix3 of the Contract Agreement.

21 Design and Engineering

21.1 Technical Specifications and Drawings

21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contractor, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of in accurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Project Manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/ Review of Controlling Technical Documents by the Project Manager

21.3.2 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.3 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.4 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.5 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.6 If any dispute occurs between the Procuring Entity and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification (s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Procuring Entity has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Procuring Entity for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.7 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.3.8 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22 Procurement, Delivery, and Transport

22.1 Subject to related Procuring Entity's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3 Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.

22.4 Packaging and Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring Entity's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.

22.4.3 **Unless otherwise specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

Unless otherwise specified in the SCC, the Supplier will provide the Procuring Entity with shipping and other documents, as specified below:

22.4.4 For Goods supplied from outside Kenya:
Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate, with a copy to the cargo insurance company:

a Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
b usual transportation documents;
c insurance certificate;
d certificate (s) of origin; and
e estimated time and point of arrival in Kenya and at the site.

25.5.2 For Goods supplied locally (i.e., from within Kenya):

Upon shipment, the Supplier shall notify the Procuring Entity by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate:

a Two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
b Delivery note, railway receipt, or truck receipt;
c certificate of insurance;
d certificate (s) of origin; and
e estimated time of arrival at the site.

25.6 Customs Clearance

a) The Procuring Entity will bear responsibility for, and cost of, customs clearance into Kenya in accordance with the particular Incoterm(s) used for Goods supplied from outside Kenya in the Price Schedules referred to by Article2 of the Contract Agreement.

b) At the request of the Procuring Entity, the Supplier will make available a representative or agent during the process of customs clearance in Kenya for goods supplied from outside Kenya. In the event of delays in customs clearance that are not the fault of the Supplier:

i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause40;

ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23 Product Upgrades

23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its tender and still to be delivered, the Supplier shall be obligated to offer to the Procuring Entity the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause39 (Changes to the System).

23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring Entity any cost reductions and additional and/ or improved support and facilities that it offers to other clients of the Supplier in Kenya, pursuant to GCC Clause39 (Changes to the System).

23.3 During performance of the Contract, the Supplier shall offer to the Procuring Entity all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its tender.

23.4 **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5 The Procuring Entity shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Procuring Entity receives a production-ready copy of a subsequent version, release, or update. The Procuring Entity shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24 Implementation, Installation, and Other Services

24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.

24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Tender) and shall not exceed the prevailing rates charged by the Supplier to other Procuring Entity's in Kenya for similar services.

25 Inspections and Tests

25.1 The Procuring Entity or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/ or conformity to the Contract at the point of delivery and/ or at the Project Site.

25.2 The Procuring Entity or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Procuring Entity shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.3 Should the inspected or tested components fail to conform to the Contract, the Procuring Entity may reject the component (s), and the Supplier shall either replace the rejected component (s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Procuring Entity.

25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/ or test shall be added to the Contract Price. Further, if such inspection and/ or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/ or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26 Installation of the System

26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Procuring Entity in writing.

26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the tendering documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Sub system is specified pursuant to the SCC for GCC Clause27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/ or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carryout retesting of the System or Sub system and, when in the Supplier's opinion the System or Sub system is ready for Commissioning and Operational Acceptance Testing, notify the Procuring Entity in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause shall be repeated, as necessary, until an Installation Certificate is issued.

26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1,or if the Procuring Entity puts the System or a Subsystem in to production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring Entity put the System in to production operation, as the case may be.

27 Commissioning and Operational Acceptance

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or

b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or

c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Procuring Entity shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring Entity (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's tender, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/ or the Agreed Project Plan. At the Procuring Entity's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Procuring Entity, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Procuring Entity and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/ or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

a the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or

b the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring Entity within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

c the Procuring Entity has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring Entity and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Procuring Entity, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

a Issue an Operational Acceptance Certificate; or

b Notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or

c Issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring Entity, and the Procuring Entity, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Sub system. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring Entity of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Procuring Entity shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, the neither:

a The Procuring Entity may consider terminating the Contract, pursuant to GCC Clause 41.2.2; or

b If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring Entity to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.

27.4 Partial Acceptance

27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem (s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate (s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the Procuring Entity or Supplier.

F. Guarantees and Liabilities

28 Operational Acceptance Time Guarantee

28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the

Procuring Entity liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount often (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3 **Unless otherwise specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Procuring Entity may have under the Contract for other delays.

28.4 If liquidated damages are claimed by the Procuring Entity for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Procuring Entity in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29 Defect Liability

29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and in corporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3 **Unless otherwise specified in the SCC,** the Supplier warrants that :(i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.

29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.

29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:

a) Improper operation or maintenance of the System by the Procuring Entity;
b) Normal wear and tear;
c) use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
d) modifications made to the System by the Procuring Entity, or a third party, not approved by the Supplier.

29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Procuring Entity or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The Procuring Entity shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Procuring Entity shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Procuring Entity, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Procuring Entity may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, where upon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case maybe) until that part of the System passes such tests. The tests shall be agreed upon by the Procuring Entity and the Supplier.

29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Procuring Entity may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Procuring Entity in connection with such work shall be paid to the Procuring Entity by the Supplier or may be deducted by the Procuring Entity from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Procuring Entity because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Procuring Entity may choose to retain physical possession of any replaced defective information storage devices.

29.13 At the request of the Procuring Entity and without prejudice to any other rights and remedies that the Procuring Entity may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Procuring Entity to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Procuring Entity of the benefit of any warranties given by such producers or licensors to the Supplier.

30 Functional Guarantees

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Procuring Entity's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance govern show technical conformance of the System to the Contract requirements will be determined.

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Procuring Entity upon completion of the necessary changes, modifications, and/or additions and shall request the Procuring Entity to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

31 Intellectual Property Rights Warranty

31.1 The Supplier here by represents and warrants that:

a) The System as supplied, installed, tested, and accepted;

b) Use of the System in accordance with the Contract; and

c) Copying of the Software and Materials provided to the Procuring Entity in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfer so frights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Procuring Entity to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

32 Intellectual Property Rights Indemnity

32.1 The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring Entity or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

a) Installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;

b) copying of the Software and Materials provided by the Supplier in accordance with the Agreement; and

c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs a rise as a result of the Procuring Entity's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced there by in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

a) Is asserted by apparent, subsidiary, or affiliate of the Procuring Entity's organization;

b) Is a direct result of a design mandated by the Procuring Entity's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Tender; or

c) Results from the alteration of the System, including the Materials, by the Procuring Entity or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Clause 32.1, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) days, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or

Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Procuring Entity or any persons (other than the Supplier) contracted by the Procuring Entity, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Procuring Entity or any other person contracted by the Procuring Entity, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

a) If any claim of infringement is asserted by apparent, subsidiary, or affiliate of the Supplier's organization;

b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Procuring Entity or any persons contracted by the Procuring Entity.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

33 Limitation of Liability

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

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

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring Entity with respect to intellectual property rights infringement.

G. Risk Distribution

34 Transfer of Ownership

34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring Entity at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35 Care of the System

35.1 The Procuring Entity shall be come responsible for the care and custody of the System or Subsystems upon their Delivery. The Procuring Entity shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), except such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2 If any loss or damage occurs to the System or any part of the System by reason of:

a) (in so far as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

b) Any use not in accordance with the Contract, by the Procuring Entity or any third party;

c) Any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Procuring Entity, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2, the Procuring Entity shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Procuring Entity requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Procuring Entity in accordance with GCC Clause 39. If the Procuring Entity does not request the Supplier in writing to make good any loss or damage to the System there by occasioned, the Procuring Entity shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System there by lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Procuring Entity shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Procuring Entity shall be liable for any loss of or damage to any Supplier's Equipment which the Procuring Entity has authorized to locate within the Procuring Entity's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

36 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Kenya.

36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Procuring Entity or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Procuring Entity, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against the Procuring Entity that might subject the Supplier to liability under GCC Clause 36.2, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) day period, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Procuring Entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Procuring Entity to liability under GCC Clause 36.4, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37 Insurances

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably with hold such approval.

a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

b) Installation “All Risks” Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

c) Third-Party Liability Insurance

On terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any Subsystems that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Information System.

d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in Kenya, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

e) Other Insurance (if any), as **specified in the SCC.**

37.2 The Procuring Entity shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Procuring Entity certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Procuring Entity may takeout and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the Procuring Entity shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The Procuring Entity shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Procuring Entity's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Procuring Entity. With respect to insurance claims in which the Supplier's interest is involved, the Procuring Entity shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38 Force Majeure

38.1 "Force Majeure" shall mean any event beyond the reasonable control of the Procuring Entity or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

a) war, hostilities, or war like operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or dejure or defacto authority or ruler, or any other act or failure to act of any local state or national government authority;

d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

f) failure, by the Supplier, to obtain the necessary export permit (s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

a) Constitute a default or breach of the Contract;

b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Procuring Entity and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Procuring Entity to make payments to the Supplier under this Contract.

H. Change in Contract Elements

39 Changes to the System

39.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Procuring Entity shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

39.1.2 A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.3 The Supplier may from time to time during its performance of the Contract propose to the Procuring Entity (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Procuring Entity may at its discretion approve or reject any Change proposed by the Supplier.

39.1.4 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.5 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the tendering documents.

39.1.6 Moreover, the Procuring Entity and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Procuring Entity

39.2.4 If the Procuring Entity proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

a Brief description of the Change;

b Impact on the Time for Achieving Operational Acceptance;

c Detailed estimated cost of the Change;

d Effect on Functional Guarantees (if any);

e Effect on any other provisions of the Contract.

39.2.5 Prior to preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager a "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Procuring Entity shall do one of the following:

a accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

b advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

c advise the Supplier that the Procuring Entity does not intend to proceed with the Change.

39.2.6 Upon receipt of the Procuring Entity's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Procuring Entity and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.7 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are in equitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.8 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Procuring Entity accepts the Supplier's objection, the Procuring Entity shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.9 Upon receipt of the Change Proposal, the Procuring Entity and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Procuring Entity shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Procuring Entity is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Procuring Entity decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.10 If the Procuring Entity and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Procuring Entity choose not to proceed or the Procuring Entity and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Procuring Entity and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract.

39.4.1 The value engineering proposal shall, at a minimum, include the following;

(a) The proposed change (s), and a description of the difference to the existing Contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/ functionality.

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

a) accelerates the delivery period; or

b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or

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

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

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

a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or

b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

40 Extension of Time for Achieving Operational Acceptance

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
a) Any Change in the System as provided in GCC Clause39 (Change in the Information System);
b) Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
c) Default of the Procuring Entity; or
d) Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Procuring Entity and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Procuring Entity's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

40.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41 Termination

41.1 Termination for Procuring Entity's Convenience

41.1.1 The Procuring Entity may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

a) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

b) terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) (ii) below;

c) Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Sub contractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall

i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

ii) to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

iii) deliver to the Procuring Entity all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Procuring Entity shall pay to the Supplier the following amounts:

a) The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

b) The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors 'personnel;

c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2(a); and

e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

41.2.1 The Procuring Entity, without prejudice to any other rights or remedies it may possess, may terminate the Contract forth within the following circumstances by giving a notice of termination and its reasons there for to the Supplier, referring to this GCC Clause41.2:

a) If the Supplier becomes bankrupt or in solvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its under taking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

b) If the Supplier assigns or transfers the Contractor any right or interest, there in in violation of the provision of GCC Clause 42 (Assignment); or

c) If the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of the Appendix to the GCC, in competing for or in executing the Contract, including but

Not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

d) Has abandoned or repudiated the Contract;

e) Has without valid reason failed to commence work on the System promptly;

f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

g) Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Procuring Entity that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then the Procuring Entity may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same with in fourteen (14) days of its receipt of such notice, then the Procuring Entity may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

h) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

i) terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) below;

j) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

k) to the extent legally possible, assign to the Procuring Entity all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

l) deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The Procuring Entity may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Procuring Entity thinks appropriate, the Procuring Entity shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Procuring Entity from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the Procuring Entity completes the System, the cost of completing the System by the Procuring Entity shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Procuring Entity in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause41.2.5, the Supplier shall pay the balance to the Procuring Entity, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Procuring Entity shall pay the balance to the Supplier. The Procuring Entity and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

a) the Procuring Entity has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Procuring Entity that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Procuring Entity to remedy the same, as the case may be. If the Procuring Entity fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen
(14) days after receipt of the Supplier's notice; or

b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity, including but not limited to the Procuring Entity's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System; then the Supplier may give a notice to the Procuring Entity of such events, and if the Procuring Entity has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Procuring Entity referring to this GCC Clause 41.3.1, forth with terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Procuring Entity to that effect, referring to this GCC Clause 41.3.2, if the Procuring Entity becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Procuring Entity takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

c) Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

d) Terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to Clause 41.3.3 (d) (ii);

e) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.

f) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:

i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

ii) to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

iii) to the extent legally possible, deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1or 41.3.2, the Procuring Entity shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding

Obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Procuring Entity to the Supplier, account shall be taken of any sum previously paid by the Procuring Entity to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

42 Assignment

42.1 Neither the Procuring Entity nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contractor any part thereof, or any right, benefit, obligation, or interest there in or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I. Settlement of Disputes

43 Settlement of Disputes

43.1 **Adjudication**

43.1.1 If any dispute of any kind what so ever shall arise between the Procuring Entity and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute **by mutual consultation**. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause43.2.1.

43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Procuring Entity or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Procuring Entity and the Supplier. Any decision that has become final and binding shall be implemented by the parties forth with.

43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Procuring Entity and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2 Arbitration

43.2.1 If

a) the Procuring Entity or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Procuring Entity or the Supplier acts within the following fourteen (14) days, or
c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Procuring Entity or the Supplier acts within the following fourteen (14) days, then either the Procuring Entity or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator incase an Adjudicator had

been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause1)

GCC 1.1 (b) (i)	The Procuring Entity is: ***[insert: complete legal name of the Procuring Entity].***
GCC 1.1 (b) (ii)	The Project Manager is: ***[insert: name and/or the official title of Project Manager].*** GCC
GCC 1.1 (e) (ix)	***There are no Special Conditions associated with GCC 1.1 (e) (x).*** ***[Note: The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]***
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is ***[insert: number of months]*** starting with the completion of the Warranty Period.

2. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: [***as appropriate, insert: personal delivery, postal, email, and/or EDI addresses.]*** Fallback address of the Procuring Entity: [***as appropriate, insert: personal delivery, postal, facsimile, email, and/or EDI addresses.]*** ***[Note:*** *If the Procuring Entity wishes to use Electronic Data Interchange (EDI) to communicate with the Supplier, it should specify the standards and protocols (for example ANSI A1 or ISO EDIFACT). The details may then be revised at Contract finalization. If so, add the following text.]* For Electronic Data Interchange (EDI) the Procuring Entity and Supplier will use the following standards, protocols, addresses, and procedures: ***[insert: standards, protocols, addresses; also describe: any relevant procedures]***

B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Tender: ***[specify: the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.]*** ***[Note****: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial*

	warranties. *If the Procuring Entity expects that wear and tear on System components will necessitate routine replacement of such components, and if Procuring Entity technical staff will perform these repair and replacement tasks, the Procuring Entity may wish to consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts.]* The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for ***[insert: number of years]*** years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its Tender. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts. ***[list the spare parts needs, or reference the line items in the Spare Parts Price Schedule in the Supplier's Tender, if the Supplier is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]*** **[*Note:*** *The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.]*

4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: [***insert: number of*** days***]*** days from the Effective Date of the Contract.

5. Supplier's Responsibilities (GCC Clause 9)

C. PAYMENT

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows***: [state: "not applicable" or specify: the items, adjustment formula or formulas, and the relevant price indices].*** **[*Note:*** *Price adjustment is not generally associated with Information System procurements. Price adjustment may be appropriate when: (i) performance of the Contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]*

7. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement. (a) Advance Payment twenty percent (20%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2. ***[Note:*** *The advance payment may be higher than 10% in cases where Supplier's mobilization costs (i.e., costs between Contract effectiveness and the first scheduled Contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Supplier. This happens primarily in projects where the Supplier must acquire expensive highly-specialized equipment to customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]* (b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials: sixty percent (60%) of the total or pro-rata Contract Price for this category against Delivery ten percent (10%) of the same price against Installation ten percent (10%) of the same price against Operational Acceptance. (c) Custom Software and Custom Materials: sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation twenty percent (20%) of the same price against Operational Acceptance. ***[Note:*** *Large custom software development or system integration contracts (e.g., those taking longer than six months from Contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments against Procuring Entity's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as: software requirements specifications, software design document, development of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc.). In those cases, the above payment terms should be modified accordingly and refer to the milestones in the Implementation Schedule. The payment terms should allow the Supplier an adequate cash flow vis-à-vis the steps need to achieve an operational Information System.]* (d) Services other than Training: eighty percent (80%) of the pro-rata Contract Price for services performed will be

	paid monthly in arrears, on submission and Procuring Entity's approval of invoices: ***[Note:*** *Some Contracts may involve considerable "Services other than Training" (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical Information System (GIS), or the scanning, indexing and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the Procuring Entity has an obligation to balance and ensure consistency between its own interest to pay only against value received, the supplier's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]* (e) Training thirty percent (30%) of the total Contract Price for training services at the start of the full training program fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices. (f) Complete System Integration ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole. (g) Recurrent Costs one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Procuring Entity's approval of invoices. ***[Note:*** *If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]*
GCC 12.3	The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of: [***insert: "%" per annum].***
GCC 12.4	The Supplier will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and Kenya shillings for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in *[insert: **source of exchange rate**].*

8. Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in ***[KSHS]*** for an amount equal to ***[10 %]*** percent of the Contract Price, excluding any Recurrent Costs. *[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or in a freely convertible currency acceptable to the Procuring Entity. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful Tenderer, which it can recover*

	only by increasing its price. Therefore, for a simple/moderate system, Performance Security in an amount of 6-10% of the Contract Price would provide adequate protection].
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to ***[insert: number]*** percent of the Contract Price, excluding any Recurrent Costs. *[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]*

D. Intellectual Property

9. Copyright (GCC Clause 15)

GCC 15.3	***There are no Special Conditions of Contract applicable to GCC Clause 15.3*** *[Note: If the Procuring Entity is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Procuring Entity of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]*
GCC 15.4	***There are no Special Conditions of Contract applicable to GCC Clause 15.4[Note:*** *There is a broad spectrum of strategies that the Procuring Entity can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Procuring Entity retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the Procuring Entity has highly sensitive procedures embedded in the Custom Software (e.g., a central bank's settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the Procuring Entity considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from exploitation of that know-how. The other extreme case is where the Procuring Entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate when the Supplier wants to take advantage of the potential cost reduction in allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the Procuring Entity has no proprietary or commercial concerns regarding its reuse.* *A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the Procuring Entity is entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Procuring Entity's obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the Procuring Entity must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.*

The Supplier's rights in relation to the Custom Software may:

- *Be limited to use in order to support the Procuring Entity; or*
- *Extend to commercial exploitation by re-licensing to third-party customers.*

If the Supplier's rights extend to commercial exploitation, they may be limited as follows:

- *There may be an interim period, designed to protect the Procuring Entity's competitive edge, during which the Supplier is not permitted to exploit commercially; and/or*
- *The Supplier may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the Procuring Entity) or in certain territories (for example, Kenya), either for a limited period or indefinitely; and/or*
- *The Supplier may be required to pay royalties to the Procuring Entity when it licenses third parties to use the Custom Software.*

The first two of these categories of limitation are intended to protect the Procuring Entity's competitive edge. The third is intended to allow the Procuring Entity to share in future profits made by the Supplier through exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the Procuring Entity regarding future sales of products to which royalties apply and audit rights so that the Procuring Entity can check that the Supplier's reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the Procuring Entity may not benefit from an up-front cost saving.

The Procuring Entity's rights in relation to the Custom Software may also be restricted to "user" rights or extended to commercial exploitation. If the Procuring Entity is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the Procuring Entity on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Procuring Entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).

If the Procuring Entity is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the ways in which the Procuring Entity's own usage rights to the Custom Software may be limited.

It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Procuring Entity.

The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Procuring Entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the

	desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the Procuring Entity a license that is exclusive, in relation to exploitation in Kenya, for two years). *If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.* *Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the Procuring Entity of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]*
GCC 15.5	***There are no Special Conditions of Contract applicable to GCC Clause 15.5*** ***[Note:*** *Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Kenya or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover:* *(i) the Supplier's obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;* *(ii) the Supplier's warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the Procuring Entity and suitable to enable the Procuring Entity to support and develop the Software;* *(iii) the escrow agent's obligations to keep the Source Code secure and confidential;* *(iv) the escrow agent's obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);* *(v) the obligations of the Supplier and the Procuring Entity in relation to payment of the escrow agent's fee;* *(vi) the escrow agent's right and obligation to release the Source Code to the Procuring Entity in certain specified "release events" (e.g., bankruptcy or insolvency of the Supplier or the Supplier's failure to make deposits or to support the Software);* *(vii) limitations and exclusions of the escrow agent's liability;* *(viii) the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and* *(ix) confidentiality undertakings to be given by the Procuring Entity on release of the Source Code.]*

10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)*** ***[Note:*** *In the interest of soliciting lower Tender prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:* *(a) restrictions on the number of records in particular categories that may be held by the System;* *(b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;* *(c) restrictions on the number of persons who may be authorized to use the System at any time;* *(d) restrictions on the number of persons who may access the System simultaneously at any time; or* *(e) restrictions on the number of workstations that may be connected to the System at any time.* *Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]*
GCC 16.1 (b) (vi)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)*** *[Note: The Procuring Entity may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]*
GCC 16.1 (b) (vii)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)*** *[Note: The Procuring Entity may, for example, wish to specify the members of the Procuring Entity's business group that are not direct competitors of the Supplier and that the Procuring Entity must obtain and provide the Supplier written evidence from such parties that such parties will adhere by the terms of the Contract as if they were party to the Contract.]*
GCC 16.2	***There are no Special Conditions of Contract applicable to GCC Clause 16.2*** *[Note: If on-site audits are acceptable, the Procuring Entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Procuring Entity's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Procuring Entity as a direct result of the audit; etc.].*

11. Confidential Information (GCC Clause 17)

GCC 17.1	***There are no Special Conditions of Contract applicable to GCC Clause 17.1*** *[Note: The Procuring Entity may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Procuring Entity will ensure that such parties are aware of and will adhere by the Procuring Entity's obligations under GCC Clause 17 as if such party*

	were a party to the Contract in place of the Procuring Entity. ***if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.]***

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

12. Representatives (GCC Clause 18)

GCC 18.1	***There are no Special Conditions of Contract applicable to GCC Clause 18.1*** ***[Note:** If appropriate specify additional powers or limitations.]* The Procuring Entity's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Procuring Entity in matters relating to the Contract ***[state necessary and appropriate clauses].***
GCC 18.2.2	***There are no Special Conditions of Contract applicable to GCC Clause 18.2.2*** ***[Note:** If appropriate specify additional powers or limitations.]* The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract ***[state necessary and appropriate clauses].*** ***[Note:** Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]*

13. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject**:** ***(a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);*** ***(b) Implementation Sub-Plan;*** ***(c) Training Sub-Plan;*** ***(d) Testing and Quality Assurance Sub-Plan;*** ***(e) Warranty Defect Repair and Technical Support Service Sub-Plan*** ***Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference)].***
GCC 19.6	***The Supplier shall submit to the Procuring Entity:*** ***(i) monthly inspection and quality assurance reports*** ***(ii) monthly training participants test results*** ***(iii) monthly log of service calls and problem resolutions***

14. Design and Engineering (GCC Clause 21)

GCC 21.3.1	***There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.*** ***[Note:*** *If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).]* *[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents.* ***[state "none" or specify, for example:*** ***(*) detailed site surveys;*** ***(*) final Subsystem configurations;*** ***(*) etc.***

15. Product Upgrades (GCC Clause 23)

GCC 23.4	***There are no Special Conditions of Contract applicable to GCC Clause 23.4.*** *[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of tender submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective. For example, this may be particularly appropriate when the Procuring Entity would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]*

16. Inspections and Tests (GCC Clause 25)

GCC 25	***There are no Special Conditions of Contract applicable to GCC Clause 25.*** *[Note: Procuring Entity's may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Procuring Entity receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]*

17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	***There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.*** *[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the Procuring Entity prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the Procuring Entity and its management, the*

	Supplier, and any users. *In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]*

F. Guarantees and Liabilities

18. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	***There are no Special Conditions of Contract applicable to GCC Clause 28.2.*** ***[Note:*** *Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the Procuring Entity may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].*
GCC 28.3	***There are no Special Conditions of Contract applicable to GCC Clause 28.3.*** *[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Tenderers. This most likely will lead to higher tender prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]*

19. Defect Liability (GCC Clause 29)

GCC 29.1	***There are no Special Conditions of Contract applicable to GCC Clause 29.1.*** *[Note: Software is never completely error or "bug" free. Thus, the Procuring Entity may wish to refine or to limit the Supplier's warranty obligations. Properly done, this can reduce Tenderer's perceptions of financial risk and help lower tender prices. However, the Procuring Entity should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Procuring Entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The Procuring Entity should consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]*
GCC 29.4	***There are no Special Conditions of Contract applicable to GCC Clause 29.4.*** ***[Note:*** *When defining the Warranty period, Procuring Entity should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].*
GCC 29.10	***There are no Special Conditions of Contract applicable to GCC Clause 29.10*** ***[Note:*** *Typically, the Procuring Entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Kenya.* *The GCC specifies that the Supplier must commence work on warranty defects within a*

	maximum of two weeks; else the Procuring Entity may contract-in such services at the Supplier's expense. The Procuring Entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their tender prices.]

20. Functional Guarantees (GCC Clause 30)

GCC 30	***There are no Special Conditions of Contract applicable to GCC Clause 30.*** *[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]*

G. Risk Distribution

21. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of ***[insert: monetary value]*** with deductible limits of no more than ***[insert: monetary value].*** The insured Parties shall be ***[list insured parties].*** The Insurance shall cover the period from ***[insert: beginning date, relative to the Effective Date of the Contract]*** until ***[insert: expiration date, relative to the Effective Date of the Contract or its completion].***
GCC 37.1 (e)	***There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).*** ***[Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Procuring Entity's legal department.*** *For example:* *The Supplier shall obtain Worker's Compensation Insurance in accordance with the statutory requirements of [insert: **Kenya**]. Specifically: [insert**: requirements**]. The Insurance shall cover the period from [insert: **beginning date, relative to the Effective Date of the Contract**] until [insert: **expiration date, relative to the Effective Date of the Contract or its completion**].* *The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements of **[insert: Kenya].** Specifically: [**insert: requirements].** The Insurance shall cover the period from **[insert: beginning date, relative to the Effective Date of the Contract]** until **[insert: expiration date, relative to the Effective Date of Contract or its completion].***

H. Change in Contract Elements

22. Changes to the System (GCC Clause 39)

GCC 39.4.3	**Value Engineering** If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

I. Settlement of Disputes

23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: ***[insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state "not applicable."].***
GCC 43.2.3	If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of *[select one of the following:* ***UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration****]*. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. If the Supplier is a national of Kenya, any dispute between the Procuring Entity and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Kenya.

SECTION VIII - CONTRACT FORMS

Notes to the Procuring Entity on preparing the Contract Forms.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Pursuant to Clause13.2, the successful Tenderer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this SPD. Unless the Procuring Entity has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document to potential Tenderers.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the tendering document unaltered. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document.

Notes to Tenderers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Tenderer following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Tenderer's Tender Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's tender prices to correct errors, adjust the Contract Price to reflect - if applicable - any extensions to tender validity beyond the last day of original tender validity plus 56 days, etc.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security in the form contained in this section of these tendering documents and in the amount specified in accordance with the SCC.

Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Tenderer is required to provide a bank guaranteeforthefullamountoftheAdvancePayment-ifanAdvancePaymentisspecifiedintheSCCforGCCClause 12.1- in the form contained in this section of these tendering documents or another form acceptable to the Procuring Entity. If a Tenderer wishes to propose a different Advance Payment Security form, it should submit a copy to the Procuring Entity promptly for review and confirmation of acceptability before the tender submission deadline.

The Procuring Entity and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the tendering documents for the information of Tenderers.

1. Notification of Intention to Award

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

1) For the attention of Tenderer's Authorized Representative Name: ..... [insert Authorized Representative's name]
Address: ..... *[insert Authorized Representative's Address]*
Telephone/Fax numbers: ..... *[insert Authorized Representative's telephone/fax numbers]*
Email Address: ..... *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: .....This Notification is sent by: [*email/fax*] on[*date*](local time)
Notification of Intention to Award
[Procuring Entity]: ..... *[insert the name of the Procuring Entity]*
Project: .....*[insert name of project]*
Contract title: ..... *[insert the name of the contract]*
Country: .....*[insert country where ITT is issued]*
ITT No: ..... *[insert ITT reference number from Procurement Plan]*

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

a) Request a debriefing inrelation to the evaluation of your Tender, and/ or

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

i) The successful Tenderer

Name:	[*insert name of successful Tenderer*]
Address:	[*insert address of the successful Tenderer*]
Contract price:	[*insert contract price of the successful Tenderer*]
Total combined score:	[*insert the total combined score of the successful Tenderer*]

2) Other Tenderers ***[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]***

Name of Tenderer	Technical Score (If applicable)	Tender price	Evaluated Tender Cost	Combined Score (if applicable)
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]

3) ***Reason/s why your Tender was unsuccessful [Delete if the combined score already reveals the reason]***

[INSTRUCTIONS; State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) information that is marked confidential by the Tenderer in its Tender.]

4) ***How to request a debriefing***

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

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

Attention: [*insert full name of person, if applicable*] **Title/position**:___[*insert title/position*]

Agency: [*insert name of Procuring Entity*] **Email address**:_____[*insert email address*] **Fax**

number:_____[*insert fax number*] ***delete if not used***

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

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5) How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

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

Attention: [*insert full name of person, if applicable*] **Title/position**:___[*insert title/position*]

Agency: [*insert name of Procuring Entity*] **Email address**:_____[*insert email address*]

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

For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.

In summary, there are four essential requirements:

1. You must be an' interested party'. In this case, that means a Tenderer who submitted a Tender in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position:

_____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF…….20……...

BETWEEN

……...…….APPLICANT

AND

……RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

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

SIGNED

Board Secretary

3. Letter of Award

_____)_____

To: _____

This is to notify you that your Tender dated_____for execution of the_____ for the Contract Price in the aggregate of_____, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, - Contract Forms, of the Tendering Document.

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment: Contract Agreement

4 Contract Agreement

THIS CONTRACT AGREEMENT is made on the ***.....[insert: ordinal]*** day of ..... ***[insert: month], [insert: year].*** BETWEEN (1) ***..... [insert: Name of Procuring Entity],*** a ***[insert: description of type of legal entity, for example, an agency of the Department of……..]*** of the Government of Kenya***,*** or corporation incorporated under the laws of Kenya and having its principal place of business at ***[insert: address of Procuring Entity]*** (here in after called "the Procuring Entity"), and (2).....***[insert: name of Supplier],*** a corporation incorporated under the laws of ***[insert: country of Supplier]*** and having its principal place of business at ***[insert: address of Supplier]*** (here in after called "the Supplier").

WHEREAS the Procuring Entity desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System ***[insert: brief description of the Information System]*** ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HERE BY AGREED as follows:

Article 1. Contract Documents

1. Contract Documents (Reference GCC Clause1.1(a) (ii))
The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:

a) This Contract Agreement and the Appendices attached to the Contract Agreement
b) Special Conditions of Contract
c) General Conditions of Contract
d) Technical Requirements (including Implementation Schedule)
e) The Supplier's tender and original Price Schedules
f) [Add here: any other documents]

1.2 Order of Precedence (Reference GCC Clause 2)
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1above.

1.3 Definitions (Reference GCC Clause1)
Capitalized words and phrases used in this Contract Agreement shall have the same meanings as prescribed to them in the General Conditions of Contract.

Article 2.
Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11) The Procuring Entity here by agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [***insert: amount of foreign currency A in words], [insert: amount in figures],*** plus ***[insert: amount of foreign currency B in words], [insert: amount in figures],*** plus ***[insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures],*** as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated incoterms, and the taxes, duties and related levies if and as identified.

Article 3.
Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date (Reference GCC Clause 1.1(e) (ix))
The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

a) This Contract Agreement has been duly executed for and on behalf of the Procuring Entity and the Supplier;
b) The Supplier has submitted to the Procuring Entity the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause13.3;

c) The Procuring Entity has paid the Supplier the advance payment, in accordance with GCC Clause 12;
Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.
Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES
Appendix 1. Supplier's Representative
Appendix 2. Adjudicator *[If there is no Adjudicator, state **"not applicable"**]*
Appendix 3. List of Approved Subcontractors
Appendix 4. Categories of Software
Appendix 5. Custom Materials
Appendix 6. Revised Price Schedules (if any)
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Procuring Entity and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

i) For and on behalf of the Procuring Entity
Signed:

in the capacity of ***[insert: title or other appropriate designation]***
in the presence of_____

ii) For and on behalf of the Supplier
Signed:

in the capacity of ***[insert: title or other appropriate designation]***
in the presence of_____

5. Appendices

a) Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: .....*[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: .....*[if appropriate, insert: title]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: .....[***as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]***

Fallback address of the Supplier: .....[***as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]***

b) **Appendix**

2. Adjudicator in accordance with GCC Clause1.1 (b) (vi), the agreed-upon Adjudicator is: Name:

..... ***[insert: name]*** Title: .....

[insert: title] Address: .....***[insert: postal address]*** Telephone:

..... ***[insert: telephone]*** in accordance with GCC Clause 43.1.3, the

agreed-upon fees and reimbursable expenses are: Hourly Fees: .....

[insert: hourly fees] Reimbursable Expenses: .....***[list: reimbursables]***

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Procuring Entity and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

c) Appendix 3. List of Approved Subcontractors

The Procuring Entity has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Procuring Entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Procuring Entity reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Procuring Entity and their names have been added to this list of Approved Subcontractors, subject to GCC Clause20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its tender and that the Procuring Entity approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

d) Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

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

e) Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

f) Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Tender. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's tender price, pursuant to the ITT Clauses 30.3 and 38.2.

g) Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

6. Performance and Advance Payment Security Forms

5.1 Performance Security Form (Demand Bank Guarantee)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor Form head or SWIFT identifier code] .....
*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*
Beneficiary: ..... *[insert: **Name and Address of Procuring Entity**]*
Date: ..... *[insert: **date**]*
PERFORMANCE GUARANTEE No.: ..... *[insert: **Performance Guarantee Number**]* **Guarantor:** ..... *[Insert name and address of place of issue, unless indicated in the Form head.]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)[1] in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to showgrounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding..... *[insert: **amount(s) 4 in figures and words**]*. This remaining guarantee shall expire no later than.....*[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System[2], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

_____

[Signature(s)]

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

[1] *The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

[2] *In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

5.2 Advance Payment Security

Demand Bank Guarantee

_____

[Guarantor Form head or SWIFT identifier code]

Beneficiary: ..... *[insert: **Name and Address of Procuring Entity**]*

Date: ..... ***[insert date of issue]***

ADVANCE PAYMENT GUARANTEE No.: ..... [*insert: **Advance Payment Guarantee Number***]

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

We have been informed that on.....*[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for .....*[insert: **title and/or brief description of the Contract**]* (here in after called "the Contract") to *[insert: **complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture**]* (here in after called" the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of ***[insert: amount in numbers and words, for each currency of the advance payment]*** is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of..... *[Insert amount in figures]* ( ) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) Has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number.....*[insert number]*at.....*[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety
(90) percent of the Accepted Contract Amount, has been certified for payment, or on the.....*[insert day]* day of.....*[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

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

7. Installation and Acceptance Certificates *(insert format)*

Installation Certificate

Date: ..... ***[insert: date]***

ITT: ..... ***[insert: title and number of ITT]***

Contract: ..... ***[insert: name and number of Contract]***

To: ..... ***[insert: name and address of Supplier]***

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the..... ***[insert: name of Procuring Entity]*** (hereinafter the "Procuring Entity") dated..... ***[insert: date of Contract],*** relating to the.....***[insert: brief description of the Information System],*** we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: ..... ***[insert: description]***

2. Date of Installation: ..... ***[insert: date]***

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This Form shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....[***state: "Project Manager" or state the title of a higher-level authority in the Procuring Entity's organization]***

6.2 Operational Acceptance Certificate

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the.....***[insert: name of Procuring Entity]*** (hereinafter the "Procuring Entity") dated..... ***[insert: date of Contract],*** relating to the.....***[insert: brief description of the Information System],*** we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Entity here by takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): .....[***insert: description]***
2. Date of Operational Acceptance: .....[***insert: date]***

   This Form shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....***[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]***

7. Change Order Procedures and Forms

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name or System or Subsystem and number of Contract]*

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

References to Changes

1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
2) Change Estimate Proposals shall be numbered CN-nnn.
3) Estimate Acceptances shall be numbered CA-nnn.
4) Change Proposals shall be numbered CP-nnn.
5) Change Orders shall be numbered CO-nnn. On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

7.1 Request for Change Proposal Form

7.2 Change Estimate Proposal Form

7.3 Estimate Acceptance Form

7.4 Change Proposal Form

7.5 Change Order Form

7.6 Application for Change Proposal Form

7.1 Request for Change Proposal Form

(Procuring Entity's Form head)

Date: .....*[insert: date]*
ITT: .....*[insert: title and number of ITT]*
Contract: .....*[insert: name of System or Subsystem or number of Contract]*
To: .....*[insert: name of Supplier and address]*
Attention: .....*[insert: name and title]*

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within ***[insert: number]*** days of the date of this Form.

1. Title of Change: [***insert: title]***
2. Request for Change No./Rev.: [***insert: number]***
3. Originator of Change: ***[select Procuring Entity / Supplier (by Application for Change Proposal), and add: name of originator]***
4. Brief Description of Change: ***[insert: description]***
5. System (or Subsystem or major component affected by requested Change): [***insert: description]***
6. Technical documents and/ or drawings for the request of

   Change: Document or Drawing No. Description
7. Detailed conditions or special requirements of the requested Change: [***insert: description]***
8. Procedures to be followed:
   a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
   b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
   c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
   d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
   e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all it's elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....[***state: "Project Manager" or higher-level authority in the Procuring Entity's organization]***

7.2 Change Estimate Proposal Form

(Supplier's Form head)

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Procuring Entity and address]*

Attention: ..... *[insert: name and title]*

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: .....*[insert: title]*

2. Request for Change No./Rev.: .....*[insert: number]*

3. Brief Description of Change (including proposed implementation approach): .....*[insert: description]*

4. Schedule Impact of Change (initial estimate): .....*[insert: description]*

5. Initial Cost Estimate for Implementing the Change: .....*[insert: initial cost estimate]*

6. Cost for Preparation of Change Proposal*:* .....*[insert: cost in the currencies of the Contract],* as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier Signed:

.....

Date: .....

in the capacity of: .....*[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.3 Estimate Acceptance Form

(Procuring Entity's Form head) Date: .....*[insert: date]*

ITT.....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Supplier and address]*

Attention: .....*[insert: name and title]*

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: *[insert: title]*

2. Request for Change No./ Rev.: *[insert: request number /revision]*

3. Change Estimate Proposal No./ Rev.: *[insert: proposal number/ revision]*

4. Estimate Acceptance No./ Rev.: *[insert: estimate number/ revision]*

5. Brief Description of Change: *[insert: description]*

6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7.4 Change Proposal Form

(Supplier's Form head)

Date: .....*[insert: date]*
ITT: .....*[insert: title and number of ITT]*
Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Procuring Entity and address]*

Attention: .....***[insert: name and title]***

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert: number],* we here by submit our proposal as follows:

1. Title of Change: *[insert: name]*

2. Change Proposal No./ Rev.: *[insert: proposal number /revision]*

3. Origin at or of Change: *[select: Procuring Entity /Supplier; and add: name]*

4. Brief Description of Change: *[insert: description]*

5. Reasons for Change: *[insert: reason]*

6. The System Subsystem, major component, or equipment that will be affected by the requested Change: *[insert: description]*

7. Technical documents and/ or drawings for the requested Change: Document or Drawing No. Description

8. Estimate of the increase/ decrease to the Contract Price resulting from the proposed Change: *[insert: amount in currencies of Contract],* as detailed below in the breakdown of prices, rates, and quantities. Total lump sum cost of the Change:

   Cost to prepare this Change Proposal (i. e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: *[insert: amount in days/ weeks]*

10. Effect on the Functional Guarantees: *[insert: description]*

11. Effect on the other terms and conditions of the Contract: ***[insert: description]***

12. Validity of this Proposal: for a period of .....*[insert: number]* days after receipt of this Proposal by the Procuring Entity

13. Procedures to be followed:
    a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within.....*[insert: number]* days from your receipt of this Proposal.
    b) The amount of any increase and / or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: …… *[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.5 Change Order Form

(Procuring Entity's Form head)

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Supplier and address]*

Attention: .....*[insert: name and title]*

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. ***[insert: number***], and agree to adjust the Contract Price, Time for Completion, and/ or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: [***insert: name]***

2. Request for Change No./ Rev.: [***insert: request number/ revision]***

3. Change Order No./ Rev.: [***insert: order number/ revision]***

4. Origin at or of Change: [***select: Procuring Entity / Supplier; and add: name]***

5. Authorized Price for the Change: Ref. No.: ***[insert: number]*** Date: ***[insert: date]***

[insert: amount in foreign currency A] plus ***[insert: amount in foreign currency B]*** plus ***[insert: amount in foreign currency C]*** plus ***[insert: amount in local currency]***

6. Adjustment of Time for Achieving Operational Acceptance: ***[insert: amount and description of adjustment]***

7. Other effects, if any: ***[state: "none" or insert description]***

For and on behalf of the Procuring Entity

Signed: .....

Date: .....

in the capacity of: .....***[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]***

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: .....[***state "Supplier's Representative" or higher-level authority in the Supplier's organization]***

7.6 Application for Change Proposal Form

(Supplier's Form head)

Date: .....*[insert: date]*

ITT: .....*[insert: title and number of ITT]*

Contract: .....*[insert: name of System or Subsystem and number of Contract]*

To: .....*[insert: name of Procuring Entity and address]*

Attention: .....*[insert: name and title]*

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the

System.

1. Title of Change: .....*[insert: name]*

2. Application for Change Proposal No./ Rev.: .....*[insert: number/ revision]* dated: [*insert: date]*

3. Brief Description of Change: .....*[insert: description]*

4. Reasons for Change: .....*[insert: description]*

5. Order of Magnitude Estimation: .....*[insert: amount in currencies of the Contract]*

6. Schedule Impact of Change: .....*[insert: description]*

7. Effect on Functional Guarantees, if any: .....*[insert: description]*

8. Appendix: .....*[insert: titles (if any); otherwise state "none"]*

For and on behalf of the Supplier

Signed: .....

Date: .....

in the capacity of: .....*[state: "Supplier's Representative" or higher-level authority in the Supplier's organization]*

7.7 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

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

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

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… …… Indirect…… ……..	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	Occupation or profession					….. Indirect…… …
2.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly: Direct…… …… Indirect…… ……...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…… ….. Indirect…… …
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
e.t .c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person

who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

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

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

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

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

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

Public Procurement Regulatory Authority (PPRA)

KISM Towers, 6th Floor, Ngong Rd

P.O Box 58535- 00200, Nairobi Kenya

Telephone: +254 020 3244000,

2213106/7

Email: info@ppra.go.ke

Website:

www.ppra.go.ke