KENYA FORESTRY RESEARCH INSTITUTE

TENDER NO: KEFRI/ONT/004/2020-2021

RFP FOR: SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) (**RE-ADVERTISEMENT**)

RELEASE DATE: Tuesday, 10th August, 2021

CLOSING DATE: Tuesday, 24th August 2021

TIME: 2:00 PM

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INVITATION TO TENDER (ITT)
KENYA FORESTRY RESEARCH INSTITUTE

CONTRACT NAME AND DESCRIPTION: SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)

1. KEFRI invites sealed tenders for Supply, Deployment, Commissioning and Support of an Enterprise Resource Planning System (ERP)

2. Tendering will be conducted under open competitive method - Open National Tender using a standardized tender document for procurement of Information Technology. The Tender is open to all eligible, qualified and interested Tenderers registered in Kenya and dealing with the business of Enterprise Resource Planning System (ERP). Firms owned by Youth, Women and Persons With Disability are encouraged to apply.

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours, Monday – to Friday between 9:00am to 4:00pm inclusive except for public holidays at the address given below.

<div align="center">

Kenya Forestry Research Institute Headquarters,
Muguga, off Nairobi – Naivasha Road,
Supply Chain Management Division
P.O Box 20412-00200, Nairobi

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4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of **Ksh 1,000** in cash or Banker's Cheque and payable to **Kenya Forestry Research Institute Headquarters, Muguga, off Nairobi – Naivasha Road, P.O Box 20412-00200, Nairobi. or**

Tender documents may be obtained electronically free of charge from; https://www.kefri.org/components/tenders/tenders.html or Public Procurement Information Portal (**www.tenders.go.ke**).Tender documents obtained electronically **will be free of charge**.

5. Tender documents may be viewed and downloaded for free from the website https://www.kefri.org/components/tenders/tenders.html or Public Procurement Information Portal (**www.tenders.go.ke**). Tenderers who download the tender document must forward their particulars immediately to tenders@kefri.org to facilitate any further clarification or addendum. The procedure to be followed by tenders in registering their particulars will be as **follows:**

Tenderers shall Indicate; Tender reference No; Tender Name; official Email Address and the Telephone number and the Complete name and Designation of the Person to be contacted. KEFRI will not be liable for failure of delivery of the Clarification/Addenda to the indicated Contacts, therefore the tenderers are reminded

to re-confirm their contacts before they emailed.

6. All Tenders must be accompanied by a tender security of **Ksh. 500,000.00** *or* "*Tender-Securing Declaration dully filled and signed by Authorized person.*

7. Completed tenders must be delivered to the address below on or before **Tuesday, 24th August 2021 at 2:00pm**. *Electronic Tenders Shall not be permitted.*

8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below. Late tenders will be rejected.

9. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Kenya Forestry Research Institute (KEFRI)

Supply Chain Management Office

Ag. Deputy Director-Supply Chain Management

Email: tenders@kefri.org

Tel: 0722157414 / 0724259781 / 0734251888

B. Address for Submission of Tenders.

Kenya Forestry Research Institute (KEFRI)

The Director,

P.O Box 20412-00200 City Square, Nairobi

Tender Box, situated outside Director's offices

N/B: Large tenders that cannot be dropped in the tender box shall be received and registered in the tender register on or before the closing time of 2:00pm, Tuesday, 24th, August, 2021.

C. Address for Opening of Tenders.

Kenya Forestry Research Institute (KEFRI)

Auditorium Hall, immediately after the closing of the tender.

Designation: Ag. Deputy Director-Supply Chain Management

For: DIRECTOR-KEFRI

SECTION 1. INSTRUCTIONS TO TENDERERS (ITT)

Section I - Instructions to Tenderers

A.   GENERAL

1.   Scope of Tender

1.1   KEFRI as indicated in the TDS, issues this tendering document for the supply and installation of the Information System as specified in Section V, KEFRI'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   KEFRI 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   KEFRI 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.

3.2.1   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. KEFRI shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered for. KEFRI shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. KEFRI shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3.2.2 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit KEFRI 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.

4.1.1   Public Officers KEFRI, 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.

4.1.2   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 KEFRI 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 KEFRI 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 KEFRI 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 KEFRI throughout the Tendering process and execution of the Contract.

4.1.3   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.

4.1.4   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.

4.1.5   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 PPRAwww.ppra.go.ke.

4.1.6   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 KEFRI.

4.1.7   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.

4.1.8   KEFRI 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.

4.1.9   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 KEFRI 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".**

4.1.10 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.

4.1.11   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

4.1.12   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.

4.1.13 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 KEFRI is not part of this tendering document.

6.2   Unless obtained directly from the Procuring Entity, KEFRI 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 KEFRI 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   KEFRI shall specify in the TDS if a pre-tender conference will be held, when and where. KEFRI 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 KEFRI 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 6.2. Minutes shall not identify the source of the questions asked.

8.4   KEFRI 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 KEFRI 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 KEFRI in writing at KEFRI'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 8.1. KEFRI 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. KEFRI shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.2, including a description of the inquiry but without identifying its source. If so specified in the TDS, KEFRI 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, KEFRI 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, KEFRI 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 KEFRI in accordance with ITT 6.2. KEFRI shall also promptly publish the addendum on its webpage; https://www.kefri.org/components/tenders/tenders.html and www.tenders.go.ke in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, KEFRI shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 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 KEFRI 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.

13.3   The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender. The Tenderer shall serialize 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 15.3. 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 15.3, or invited in accordance with ITT 15.2 and/or ITT 15.4.

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.

15.3 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 KEFRI 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 KEFRI, a particular contractor or group of contractor's qualifies for a margin of preference. Further the information will enable KEFRI 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 KEFRI 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 KEFRI 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 KEFRI. 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 KEFRI.

17.6   If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if KEFRI 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 KEFRI (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 17.7 will ensue unless the tenderer can show to the reasonable satisfaction of KEFRI 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 13.1(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 KEFRI 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 KEFRI'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 References to brand names or model numbers or national or proprietary standards designated by KEFRI 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 KEFRI 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 KEFRI 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 tables in 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 KEFRI 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 KEFRI in accordance with ITT 23.1. A Tender valid for a shorter period shall be rejected by KEFRI as non-responsive.

21.2   exceptional circumstances, prior to the expiration of the Tender validity period, KEFRI may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, 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 15.3.

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 22.1, 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 KEFRI 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 KEFRI prior to Tender submission. In 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 21.2.

22.5   If a Tender Security or a Tender-Securing Declaration is specified pursuant to ITT 22.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by KEFRI as non-responsive.

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

a)   The procurement proceedings are terminated;
b)   KEFRI 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 KEFRI will recommend to the PPRA to debar 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 15, 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, KEFRI 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 KEFRI 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   KEFRI 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 KEFRI and Tenderers will thereafter be subject to the deadline as extended.

26   Late Tenders

26.1   KEFRI shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by KEFRI 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 KEFRI 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 deadlines for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

28   Tender Opening

28.1   Except as in the cases specified in ITT 24 and ITT 25.2, KEFRI 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 KEFRI 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 KEFRI attending Tender opening in the manner specified in the TDS.

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

28.8   KEFRI 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 KEFRI in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

29.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact KEFRI 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, KEFRI 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 KEFRI shall not be considered. KEFRI'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 KEFRI 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 KEFRI 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 KEFRI's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 13.

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 KEFRI shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section V -KEFRI'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 KEFRI 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 KEFRI may require, pursuant to ITT 39.3.

33   Non-material Non-conformities

33.1   Provided that a Tender is substantially responsive, KEFRI 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, KEFRI 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, KEFRI 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, KEFRI 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   KEFRI 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 KEFRI shall determine the Best Evaluated Tender.

37.2   To evaluate a Tender, KEFRI 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   KEFRI 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 sureties 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, KEFRI 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 KEFRI will examine the information supplied by the Tenderers Pursuant to ITT 13 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 KEFRI 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   KEFRI'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, KEFRI 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, KEFRI 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.

40.2   KEFRI 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

41.2   KEFRI 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

42.2   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.

42.3   In the event of identification of a potentially Abnormally Low Tender, KEFRI 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.

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

Abnormally High Tenders

42.5   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 KEFRI is concerned that it (KEFRI) 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.

42.6   In case of an abnormally high price, KEFRI 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. KEFRI may also seek written clarification from the tenderer on the reason for the high tender price. KEFRI shall proceed as follows:

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

b.   If specifications, scope of work and/ or conditions of contract are contributory to the abnormally high tender prices, KEFRI 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.

42.7   If KEFRI determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), KEFRI 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

43.2   If the Tender that is evaluated as the lowest evaluated cost is, in KEFRI's opinion, seriously unbalanced or front loaded KEFRI 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.

43.3   After the evaluation of the information and detailed price analyses presented by the Tenderer, KEFRI 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

44.2   KEFRI 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.

44.3   The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 13.

44.4   Unless otherwise specified in the TDS, KEFRI 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 KEFRI may carry out such tests as detailed in the TDS.

44.5   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 KEFRI 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.

44.6   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.

44.7   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 KEFRI determine if this condition is met shall be provided in for this purpose is be provided in **"SECTION III-EVALUATION AND QUALIFICATION CRITERIA.**

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

45.2   KEFRI 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
46.2   Subject to ITT 40, KEFRI 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:
KEFRI 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

47.2 KEFRI 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

48.2 Upon award of the contract and Prior to the expiry of the Tender Validity Period KEFRI 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

49.2 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.

49.3 Where a Standstill Period applies, it shall commence when KEFRI 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

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

50.3 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

51.2   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, KEFRI 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

52.2   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, KEFRI shall send the successful Tenderer the Contract Agreement.

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

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

52.5   Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to KEFRI, 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
53.2   Within twenty-one (21) days of the receipt of the Form of Acceptance from KEFRI, 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 KEFRI. 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 KEFRI. A foreign institution providing a Performance Security shall have a correspondent financial institution located in Kenya.

53.3   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 KEFRI may award the Contract to the Tenderer offering the next Best Evaluated Tender.

54   Publication of Procurement Contract
Within fourteen days after signing the contract, KEFRI 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.

55.   Adjudicator

55.1   Unless the TDS states otherwise, KEFRI 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, KEFRI reserves the right to cancel the Adjudicator nominated in the TDS and propose a new one. If by the day the Contract is signed, KEFRI 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.

56.   Procurement Related Complaints

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

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Tender Supply, Deployment, Commissioning and Support of an Enterprise Resource Planning System (ERP) shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Table 1: Tender Data Sheet

ITT Reference	A. General
ITT 1.1	Tender Reference No: KEFRI/ONT/OO9/2020-2021 Tender Name: **SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)** Number & Identification of Lots: The tender to be bided one Lot
ITT1.3(a)	Any Form of Electronic-Procurement System, including submission the tender is **NOT APPLICABLE** for this tender
ITT3.2.1	The tender requirements/specifications were prepared by KEFRI with assistance from ICT AUTHORITY
ITT4.1	Maximum number of members in the JV shall be : **Two (2)**
ITT 4.1.8	The tenderers Must have registered with ICTA prior to tender Closing Date
ITT4.10	N/A, unless under qualification criteria herein
B Tendering Document	
ITT 6.2	The tender document may be downloaded free of charge from: i) https://www.kefri.org/components/tenders/tenders.html ii) www.tenders.go.ke
ITT 8.1	Pre-tender conference will NOT be held
	A Pre- Tender site meeting shall NOT apply to this tender. However, a site visit may be done at the tenderers cost, if the tenderer deems necessary for his/her bidding and the tenderer must request for a site visit through; tenders@kefri.org which must be received two days prior to the date the tenderer which to visit the site
ITT9.1	Tenderers may seek further request for <u>Clarification of Tender Process through</u>: Attention: **Ag. Deputy Director -Supply Chain Management Division** **Tel: 0722157414/0724259781/0734251888** Email address: *tenders@kefri.org*
	Request for clarification should be received by KEFRI no later than five **(5) days to closure of the tender** Clarifications shall be forwarded to all the tenderers who have registered at tenders@kerfi.org without indicating the originator of the request for clarifications.

ITT10.2	KEFRI Shall publish any addenda to this tender at the following website; https://www.kefri.org/components/tenders/tenders.html and www.tenders.go.ke It will also e-mail the addenda to all the tenderers who will have registered
C. Preparation of Tenders	
ITT13.1(k)	Tenderers MUST submit their tender in line with the Evaluation Criteria Set in the Tender Document.
ITT 15.1	Alternative Tenders are not permitted.
ITT 15.2	Alternatives to the Time schedule are not permitted.
ITT 15.4	Alternative technical solutions shall not be permitted.
ITT 17.1	Open National Tender no Prequalification has not been undertaken
ITT 18.2	In addition to the topics described in ITT Clause 16.2 (a),the preliminary Project Plan must address the following topics: *Project Organization and Management Sub-Plan including management authorities, responsibilities, and contacts ,as well as task, time and resource bound schedule (in GANTT format); Implementation Sub-Plan Training Sub-Plan Testing and Quality Assurance Sub-Plan Warranty Defect Repair and Technical Support Service Sub-Plan*
ITT19.2	The Tenderer MUST tender Recurrent Cost items
ITT19.2(a)	The Tenderer MUST tender for contracts of Recurrent Cost items not included in the main contract
ITT19.5	CIP
ITT19.5a	Named place of destination is KEFRI
ITT 19.6	The project site is Kenya Forestry Research Institute Headquarters, Muguga
ITT 19.8	There is no modification of ITT 19.8
ITT 19.9	The price quoted by the tenderer shall not be subjected to adjustment during the contract period
ITT 18.1	The Tenderer is required to quote in the currency of Kenya the portion of tender price that corresponds to the expenditure incurred in that currency
ITT 18.2 .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;
ITT 21.1	The tender validity period shall be **150 days**
ITT 22.1	Provide a tender security of **Ksh. 500,000 OR Tender –Declaration Form-where applicable –attach AGPO REGISTRATION**
ITT 22.3(v)	No other types of securities are acceptable
ITT 22.10	A tenderer shall not issue a tender security to guarantee itself

ITT 23.1	In addition to the **original** tender, the number of **copies** is **One (1)**
ITT 23.3	The written confirmation of authorization to sign on behalf of the tenderer shall be **Power of Attorney**
D. Submission and Opening	
ITT 24.1	For Submission purposes only: The Director, Kenya Forestry Research Institute, P.O Box 20412-00200 Tel: 0722157414/0724259781/0734251888 City Square, Nairobi The Tender Closing Date shall be on **Tuesday ,25th May, 2021 at 11:30am** N/B: Tenderers shall not have an option of submitting tenders electronically

ITT 28.1	The tenders shall be opened at the
	    Auditorium Hall
	    Kenya Forestry Research Institute,
	    P.O Box 20412-00200
	    Tel: 0722157414/0724259781/0734251888
	    City Square, Nairobi
	Date and Time: Tuesday, 24th August, 2021 at 2:00Pm
	
	There will be no electronic opening of tenders

E. Evaluation and Comparison of Tenders	
ITT 31.3	There shall be no price adjustments
ITT 35.1	The currency to be used is Kenya Shillings
ITT 36.2	Margin of preference shall not apply
ITT 36.4	The invitation to tender is extended special groups under AGPO
ITT 35.8(b)	There are no lots
ITT 39.3	Qualifying bidders shall be invited to demonstrate their product and capability at a date and time to be communicated within the Evaluation Period
ITT 44.4	KEFRI will carry out tests at the time of post- qualification, to determine that the performance or functionality of the Information System offered by the tenderer meets those stated in the Technical Requirements. A negative determination shall result in disqualification of the Tender, in which event KEFRI 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 The following will be considered: • How well the demo fits the system requirements • Usability (Ease of use of the proposed solution)

	• Proposed extra features • How the proposed solution fits into the needs of KEFRI
ITT 46.2	The award will be made to the tenderer who meets the preliminary, mandatory, and having scored pass mark of 80% on Technical/quality and having the lowest price.
ITT 47.2	KEFRI reserves the right to increase or decrease the quantities
ITT 50.1	There will be no adjudicator under this contract

ITT 51.1	If a tenderer wishes to make a procurement related complaint, the tenderer should submit its complaint following the below procedure, in writing to:
	      The Director,
	      Kenya Forestry Research Institute,
	      P.O Box 20412-00200
	      Tel: 0722157414/0724259781/0734251888
	      City Square, Nairobi
	      director@kefri.org

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 KEFRI 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. KEFRI should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

2 Evaluation and contract award Criteria

KEFRI shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that meets/comply with;

i) Mandatory- Preliminary Evaluation criteria;

ii) Technical Evaluation criteria;

iii) Financial Evaluation Criteria;

iv) Post-qualification.

The Tenderer who shall have been determined to be substantially responsive to the Tender Documents, and is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

3 Preliminary Examination for Determination of Responsiveness

KEFRI 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.

Table 2: Mandatory Preliminary Requirements

No.	Requirements	Bidder's Response with Evidence Referenced pages –Where applicable
MR 1	Must submit two (2) copies of the Tender Document, clearly marked **original** and **copy.**	
MR 2	The tenderer MUST submit his/her tender document in the following format: • The entire Tender Document must be downloaded and submitted as issued without altering the format - failing to submit any part of the Tender Document, including any Addendum issued -in both original and the copy will be deemed non -responsive. • The Tender Document shall be typed or written in indelible ink and signed by an Authorized person appointed by the tenderer through power of attorney, indicating the name, position held and signature of the person authorized to sign the tender on behalf of the tenderer, typed or printed below the signature. • Power of attorney Must be drawned by a commissioner of Oaths' and the Board minutes (extract) attached. • The Authorized person to sign the tender on behalf of the tenderer must sign or initialize all the pages of the Tender where entries (i.e. all the Forms, Price Schedules) or amendments have been made. • The tender document must be tape bound, spiral binding will be deemed non -responsive • The entire/complete original and copy of the Tender Document (including copies of attachments) must be serialized/paginated using a numbering machine or typed. • 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	

No.	Requirements	Bidder's Response with Evidence Referenced pages –Where applicable
	representatives.	
MR 3	Tenderer must fill **Form ELI-1**:-Tenderer Information Form and must attach copies of original documents of the below listed where applicable as instructed:- • The Form shall include the following: • Certificate of incorporation • A valid tax compliance certificate • a copy of CR12/CR13 issued by the Registrar of companies (Not older than 12 Months) from tender closing date • Attach the current business permit/Trade License from the County government to be commissioned by commissioner of Oaths. • Include organizational chart, Board of Directors and Beneficial ownership	
MR 4	Attach a duly filled, signed and stamped Form of Tender – *(The Tenderer must prepare this Form of Tender on stationery with its letter head clearly showing the Tenderer's complete name and business address – Instructions to the tenderer in italic to be deleted)* The Form of Tender shall include the following Forms duly completed and signed by the Tenderer. • Tenderer's Eligibility-Confidential Business Questionnaire • Certificate of Independent Tender Determination • Self-Declaration of the Tenderer:- **Form SD1** and **Form SD2**	
MR 5	Attach a duly filled, signed and stamped Declaration and Commitment to the Code of Ethics	
MR 6	Attach Relevant trade current registration certificate from ICTA as per 4.1.8	
	QUALIFICATION FORMS	
MR 7	Tenderer must fill Form CON–1 Historical Contract Non-Performance and Pending Litigation.	

No.	Requirements	Bidder's Response with Evidence Referenced pages –Where applicable
MR 8	Provide copies of **audited accounts** for the company for the accounting years, 2019 and 2020. The bidder's annual turnover in the sale, supplies & installation of IT systems should be at least Ksh 100, 000,000 for the last 2 years (i.e 2019, 2020 -Each Year), to be supported by authentic documentary evidence (audited balance sheet) and confirmation regarding turnover. Attach copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions: Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies. Historic financial statements must be audited by a certified accountant. Historic financial statements must be complete, including all notes to the financial statements. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). **Must fil Form FIN – 1, 2 & 3 Financial Situation**	
MR9	Bid security of **Kshs 500,000.00** from a reputable bank or an insurance company approved by PPRA- in the Format Provided- valid for at 150 days from the date of tender opening or Tender-Declaration Form for AGPO registered firms-Attach valid AGPO registration certificate	

No.	Requirements	Bidder's Response with Evidence Referenced pages –Where applicable
MR 10	Valid Manufacturer Authorization letters from the proposed OEM's/manufacturer confirming Authorizing the bidder to submit a bid and commitment to offer guarantee and technical support per the **format provided** 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. **Note: The MAFs MUST be for this specific tender**	
MR 11	The Tenderer MUST submit 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;	
MR12	The bidder MUST fill the Intellectual Property Forms for Software List	
Tenderers Submission Will Either Be Responsive or Non- Responsive. Failure to Meet Any of the Above Mandatory Requirements Will Lead To Automatic Disqualification.		

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

TECHNICAL EVALUATION CRITERIA

The Criteria, sub-criteria, and point system for the evaluation of the Tenders Proposal on meeting KEFRI's Requirements.

Table 3: The Technical Evaluation

TR	Technical Evaluation Attribute	Score	Maximum Score
TR1	**EXPERIENCE OF THE FIRM IN SIMILAR SERVICES:** Provide four (4) Contracts from corporate clients on ICT System design, development, implementation and post implementation support with a bias on **ERP Systems** (not supply of goods and equipment) awarded in the Period – 2017 to 2021 Supported by: Attach copies of **Notification of awards, Contracts and reference Letters** of the listed corporate clients as evidence of having provided ICT System design, development, implementation and post implementation support with a bias on **ERP Systems** in the said period; The Contracts MUST clearly show the total contract amount awarded. Marks will be prorated as follows: - i) Contract of Kshs 30M and above – 5 marks each ii) Contract of Kshs 20M to less than 30M – 4 marks each iii) Contract of Kshs 15M to less than 20M – 3 marks each The tenderer to fill the below listed forms in the format provided 1. Form EXP - 1 Experience – General Experience 2. Form EXP – 2 Specific Experience 3. Form CCC-1 Summary Sheet: Current Contract Commitments/ Work in Progress		20
TR2	Adequacy and Quality of the Proposed Methodology and Workplan		
	a) Technical Approach and Methodology		
	Provide a detailed implementation methodology indicating the following, as a minimum: 1. Proposed Architecture, technology platform with licensing plans for the proposed solution – 9 Marks 2. Test and Quality Assurance Plan – 4 Marks 3. Security Plan – 4 Marks 4. Backup and Business Continuity Plan – 4 Marks 5. Customization and Integration Strategy – 4 Marks		50

TR	Technical Evaluation Attribute	Score	Maximum Score
	6. Data Migration Plan – 3 Marks 7. Post GO-LIVE support strategy clearly indicating what is in scope and what shall be out of scope and how out of scope items shall be handled – 4 Marks 8. Project Management Methodology with a detailed Work Plan indicating the complete Project plan with its deliverables (milestones) – 4 Marks 9. Conformity to Functional and Performance Requirements – 8 Marks 10. Sample Service Level Agreement and Support plan – 3 Marks		
	b) Provide a Project Organogram with a detailed description of duties and responsibilities for all project staff.	3	

TR3	**Supplier Technical Team**
	Attach the CVs clearly indicating the proposed key personnel's position, accompanied by copies of Academic and specialization certificates.
	The bidder must fill the Personnel Capabilities Forms
	    i) Key Personnel
	    ii) Candidate Summary
	    iii) Technical Capabilities		

a)	**Project Manager/ Team Leader** 1. B.SC/ in Computer Science, Engineering, IT or related ICT degree 2. Certification in Project Management 1. Professional experience in developing, implementing and managing at least three (3 No.) projects in ERP systems. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. 3. (S)He should have a minimum of 5 years' experience in Project Management.	10	
b)	**Expert in ERP Systems** 1. B.SC/ in Computer Science, Engineering, IT or related ICT degree 2. Related certification in ERP Systems 2. Professional experience in developing, implementing at least three (3 No.) projects in ERP systems. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. (S)He should have a minimum of 3 years' experience in ERP Systems.	5	25
c)	**System Security Expert/ Audit** 1. B.SC/ in Computer Science, Engineering, IT or related ICT degree	4	

TR	Technical Evaluation Attribute	Score	Maximum Score
	2. Related certification in system security/ audit. 3. Professional experience in implementing system security in at least two (2 No.) projects. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. 4. (S)He should have a minimum of 3 years' experience in implementation of System Security.		
d)	**System Designer and Developer/System Engineer** 1. B.SC/ in Computer Science, Engineering, IT or related ICT degree 2. Related certification in system design. 3. Professional experience in implementing system design in at least two (2 No.) projects. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. 4. (S)He should have a minimum of 3 years' experience in implementation of System Design.	3	
e)	**Database Expert** 1. B.SC/ in Computer Science, Engineering, IT or related ICT degree 2. Related certification in Databases. 3. Professional experience in implementing databases in at least two (2 No.) projects. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. 4. (S)He should have a minimum of 3 years' experience in implementation of databases.	3	
TR4	**Transfer of Knowledge and Training Programme**		
	The solution will be evaluated on meeting the following: 1. Relevance of training programme – 2 Marks 2. Training approach and methodology – 1.5 Marks 3. Qualification of experts and trainers – 1.5 Marks		5
	Total Score		100
	NB// _ TR 3 -Failure to submit evidence of any one requirement with attract to Zero marks in that section		
	THE PASS MARK IS 80%		
	Tenderers who score less than the required pass mark of 80% will be automatically be disqualified. Tenderers who pass Technical evaluation stage will be evaluated further on financial stage		

FINANCIAL EVALUATION

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

Table 4: Financial Evaluation Criteria

FR	Evaluation Attribute	YES/NO – Where applicable
FR1	**Section I: Financial Mandatory Criteria** Must fill the below Price schedule forms duly filled, signed and stamped 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 NB: Indicate period when the recurrent licensing cost commences. This should be for 150 users with details on the solution implementation cost with licensing plan.	
	Section II: Evaluation of Financial Submission-Financial Capacity	
FR2	Availability of Liquid assets and access to lines of credit/other financial resources that prove your capacity to deliver without relying on KEFRI payment [attach evidence]	

Post-qualifications

The bidder who is the most technically and financially responsive will be subjected post-qualification by the evaluation committee in accordance with ITT 44.

Qualifying bidder shall be invited to demonstrate their product and capability at a date and time to be communicated. The qualified bidder shall be evaluated for their understanding of the system requirements, capability to deliver, implement and support the proposed solution. The demo shall be to validate the information supplied in the Preliminary and Technical stage above. Bidders will be required to prepare a demonstration/prototype of the proposed ERP system.

The following will be considered:

• How well the demo fits the system requirements

• Usability (Ease of use of the proposed solution)

• Proposed extra features

• How the proposed solution fits into the needs of KEFRI

5   Tender Evaluation (ITT 37.2)

Price evaluation: in addition to the criteria listed in ITT 37.2 (a)–(d) 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 15.4, will be evaluated as follows:

iii. Other specific additional criteria- if permitted under ITT 39.5 (f) the 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:
1. Number of years for implementation
2. Hardware maintenance
3. Software licenses and updates
4. Technical services
5. Telecommunication services, and
6. 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 (ITT15.1)

An alternative if permitted under ITT 15.1, will be evaluated as follows:
 KEFRI 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, KEFRI 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 contractor's 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 44), 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 30 Million equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last three years.

iii) At least mentioned 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 Contractors' key equipment listed on the table "Contractor's Equipment" below

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 year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

Table 5: Qualification Form

Item No.	Qualification Subject	Qualification Requirement to be Met	Document to be Completed by Tenderer	For Procuring Entity's Use (Qualification Met or Nor Met)
1.	2.1.1 Nationality	Nationality in accordance with ITT4.5	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 4.1.13	Form of Tender	
3.	2.1.2 Conflict of Interest	No conflicts of interest as described in ITT4.1.2	Form of Tender	
4.	2.1.3 Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.1.5	Form of Tender	
5.	2.1.4 State owned Entity of KEFRI country	Compliance with conditions of ITT 4.1.6	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 4.1.7	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, 2021	Form CON-2	
8.	Suspension	Not under suspension based on execution of a Tender Securing Declaration of Tender Securing Declaration pursuant to ITT 4.1.5	Form of Tender	

[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. Non-performance shall not include contracts where Procuring Entity decision was overruled by the dispute resolution mechanism. Non-performance 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 Nor Met)
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 indicated 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 Kshs. 30 Million , calculated as total certified payments received for contracts in progress or completed, within the last three years	Form FIN - 2.3.2	
12.	2.3.3 Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: Minimum of 30 Million 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,	Form EXP-2.4.1	

Item No.	Qualification Subject	Qualification Requirement to be Met	Document to be Completed by Tenderer	For Procuring Entity's Use (Qualification Met or Nor Met)
		N member, or subcontractor for at least the last five years prior to the applications submission deadline.		
14.	2.4.2 Specific Experience	[2]Participation as a prime supplier, management contractor, JV member, sub-contractor in at least 5 contracts within the last 5 years, each with a value of at least Kshs. 30 Million, that have been successfully and substantially completed and that are similar to the proposed Information System in terms of complexity, methods, technology and magnitude.	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.

4   Personnel

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

Table 6: Key Personnel

No.	Position	Information System Experience (Specify specific experience requirement for the key positions)
1.		
2.		
3.		
4.		

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

5   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:

Table 7: Sub-Contractors / Vendors/ Manufacturers

Item No.	Description of Item	Minimum Criteria to be Met
1.		
2.		
3.		
4.		
5.		

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 subsystem 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
INSTRUCTIONS TO TENDERERS

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

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

iii)   Tenderer must complete and sign TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender

iv)   The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

•   *Tenderer's Eligibility-Confidential Business Questionnaire*

•   *Certificate of Independent Tender Determination*

•   *Self-Declaration of the Tenderer*

Date of this Tender submission......................... [*insert date (as day, month and year) of Tender submission*] **ITT No.:** .... [*insert number of ITT process*]

Alternative No.: .... [*insert identification No if this is a Tender 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 21.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 24.1 (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 4.1.3, other than alternative Tenders submitted in accordance with ITT 15;

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 4.1.6*];

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

Table 8: Commissions, Gratuities and Fees

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* on the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have fully completed and signed the following Forms as part of our Tender:

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

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

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

iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal 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*].

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)   Table 9: Tenderer's Details

Item No.	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	a. Country
		b. City
		c. Location
		d. Building
		e. Floor
		f. Postal Address
		g. Name and Email of Contact Person
6.	Current Trade License (Registration Number and Expiring Date)	
7.	Name, County and full address (postal and physical address, 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 names and full address(postal and physical address, 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.

Table 10: Partnership Details

Item No.	Name of Partners	Nationality	Citizenship	% Shares Owned
1.				
2.				
3.				
4.				

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.

Table 11: Directors Details

Item No.	Names of Directors	Nationality	Citizenship	% Shares Owned
1.				
2.				
3.				
4.				

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

i) Are there any person/persons in KEFRI who has/have an interest or relationship in this firm? Yes/ No……………………

If yes, provide details as follows.

Table 12: Disclosure of Interest

Item No.	Name of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1.			
2.			
3.			
4.			

Table 13: Conflict of Interest Disclosure

Item No.	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.	Tenderer has a relationship with another tenderer, directly or through common third parties, that put it in a position to influence the tender of another tenderer, or influence the decisions of KEFRI 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 subject of the tender		
6.	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the		

Item No.	Type of Conflict	Disclosure YES OR NO	If YES Provide Details of the Relationship with Tenderer
	contract specified in this Tender document		
7.	Tenderer has a close business or family relationship with a professional staff of KEFRI 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 KEFRI who would be involved in the implementation or supervision of the contract		
9.	Has the conflict stemming from such a relationship stated in item 7 and 8 above been resolved in a manner acceptable to KEFRI throughout the Tendering Process and execution of the Contract?		

f)   Certification

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

Full Name _____

Title or Designation _____

(Signature) _____(Date) _____

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)
Bidder Official Stamp   (Signature)   (Date)

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.

Table 14: Self Declaration

………… ……………………… (Title) Bidder's Official Stamp	……………………………...……………… (Signature)	………………………… (Date)

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:

   a) 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;

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

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

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

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

   d) The voiding of a contract by KEFRI under subsection (7) does not limit any legal remedy KEFRI may have;

   e) An employee or agent of KEFRI or a member of the Board or committee of KEFRI who has a conflict of interest with respect to a procurement: -

   f) Shall not take part in the procurement proceedings;

   g) shall not, after a procurement contract has been entered into, take part

in any decision relating to the procurement or contract; and

 h) 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.

ii) 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;

iii) 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 KEFRI 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 KEFRI 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, KEFRI 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.

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[1]*For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and 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 KEFRI 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.*

PRICE SCHEDULE FORMS

Notes to Tenderers on working with the Price Schedules

1.1 General

The Price Schedules are divided into separate Schedules as follows:

a. Grand Summary Cost Table

b. 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

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

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

2. Pricing

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

2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 19.1 and ITT 19.2. 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. KEFRI will correct any arithmetic error in accordance with the provisions of ITT 34.

2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT19.2, no more than two foreign currencies may be used.

1. Table 15: Grand Summary Cost Table

Item No.		Insert Kenya Shillings Price	Insert Foreign Currency A Price	Insert Foreign Currency B Price
1.	Supply and installation costs (for supply and installation costs summary table)			
2.	Recurrent costs (from recurrent costs summary table)			
3.	Grand Totals (to be carried to the Tender Submission Form)			

Name of Tenderer: ……………………………………………………………….

Date: ………………………………………………………………………………..

Authorized Signature of Tenderer: ………………………………………………..

2. Table 16: Supply and Installation Cost Summary Table.

Costs MUST reflect prices and rates quoted in accordance with ITT18 and 19

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				
Sub-Totals					
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: ………………………………………………..

Table 17: Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT 18 and ITT19.

Line-Item No.	Subsystem Item	Recurrent Cost Sub-Table No.	Insert Kenya Shillings Price	Insert Foreign Currency A Price	Insert Foreign Currency B Price
1.	Project Plan				
2.	Subsystem 1				
3.					
4.					
	Sub-Totals(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: …………………………………………………..

Table 18: Supply and Installation Cost Sub-Table

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 18 and ITT19.

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices/ Rates				Total Prices			
				Supplied Locally	Supplied from Outside Kenya			Supplied Locally	Supplied from Outside Kenya		
				Insert Local Currency	Insert Local Currency	Insert Foreign Currency	Insert Foreign Currency	Insert Local Currency	Insert Local Currency	Insert Foreign Currency A	Insert Foreign Currency B
X.1											
Sub Totals (to (insert: line item) of Supply and Installation Cost Summary Table)											

Note: - - indicates not applicable

Name of Tenderer: _____

_____Date_____
Authorized Signature of Tenderer:

Table 19: 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)						
		YEAR 1	YEAR 2	Y3	Y4	----	Yn	
		Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				Sub-Total for (insert Currency
.								
Component No.	Component							
1.	Hardware Maintenance							
2.	Software Licenses and updates	Incl. in warranty						
2.1	System and General Purpose Software	Incl. in warranty						
2.2	Application Standards and Custom Software	Incl. in warranty						
2.3	Technical Services							
3.1	Sr. System Analyst							
3.2	Sr. Programmer							
3.3	Sr. Network Specialist etc.							
4.	Telecommunication 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: …………………………………………………………

Table 20: Country of Origin Code Table

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

QUALIFICATION FORMS
1. 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]*

Table 21: Tenderer Information Form

1. Tenderer's Name (Insert Tenderer's legal name)
2. Incase 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 tenderers 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 Number (Insert Authorized Representative's Telephone/ Fax Number)
  Email Address (Insert Authorized Representative's Email Address)

7. Attached are copies of original documents (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, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of KEFRI in accordance with ITT 4.1.4
  ☐ Included are the organizational chart, a list of board of Directors and the Beneficial Ownership

2. 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

Table 22: Tenderer JV Information Form

1. Tenderer's Name (Insert Tenderer's legal name)
2. Tenderer's JV members' name (insert JV Members legal name)
3. Tenderer's JV members' country of registration: (insert JV Members' country of registration)
4. Tenderer's JV members' year of registration (insert JV members' year of registration)
5. Tenderer's JV members' address in country of registration (insert JV members' legal address in country of registration)

6. Tenderer's JV members' Authorized Representative Information
  Name (insert name of JV members' Authorized Representative)
  Address(insert address of JV members' Authorized Representative)
  Telephone/ Fax Number (insert Telephone/ Fax Number of JV members' Authorized Representative)
  Email Address (Insert Email Address of Authorized Representative's)

7. Attached are copies of original documents (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 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 KEFRI in accordance with ITT 4.6
  ☐ Included are the organizational chart, a list of board of Directors and the Beneficial Ownership

3. 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

Table 23: Historical Contract Non-Performance and Pending Litigation

Non-Performing Contracts in accordance to Section III, Evaluation Criteria			
Contract Non-performance did not occur during the stipulated period, in accordance with Sub Section III, Evaluation Criteria			
Pending Litigation in accordance with Section III, Evaluation 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, KSHS. 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	

1. Form EXP - 1 Experience – General Experience

Tenderer's Legal Name:_____

Date:_____

JV Member Legal Name: _____

ITT No.: _____ Page_____of_____pages

Table 24: General Experience

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:	

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

2. Form EXP – 2 Specific Experience

Tenderer's Legal Name: …………….…….……   Date: …………..…………….…

JV Member Legal Name: …………………………   Page ………..of …………pages

Date: …………………………………………….…   ITT No. : ……………………..

Table 25: Specific Experience

Similar Contract No. Of.	Information		
Contract Identification			
Award Date			
Completion Date			
Role in Contract	☐ Prime Supplier	☐ Management Contractor	☐ Subcontractor
Total Contract Amount		KSHS.	
If a member in a JV or Subcontractor specify participation of total contract amount	%		KSHS.
Procuring Entity's Name			
Address Telephone/ Fax Number: Email:			
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

Table 26: Current Contract Commitments

Name of Contract	Procuring Entity Contact Address Tel:/ Fax	Of Outstanding Information system (Current KSHS. Equivalent)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months (KSHS. Month)
1.				
2.				
3.				
4.				
5.				

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

Table 27: Current Contract Commitments

Financial Information in KSHS. Equivalent	Historic Information for Previous ……….. Years (KSHS. 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)							

Financial Information in KSHS. Equivalent	Historic Information for Previous ……….. Years (KSHS. Equivalent in 000s)						
	Year 1	Year 2	Year 3	Year…	Year n	Avg.	Avg. Ratio
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

Table 28: Average Annual Turnover

Annual Turnover Data (Applicable Activities Only)		
Year	Amount and Currency	KSHS. 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.

Table 29: Financial Resources

Source of Financing	Amount (KSHS. Equivalent)
1.	
2.	
3.	
4.	

12. Personnel Capabilities

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.

Table 30: Key Personnel

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/ weeks/ months that have 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/ weeks/ months that have 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/ weeks/ months that have 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/ weeks/ months that have been scheduled for this position)	
	Expected Time Schedule for this Position	(Insert the expected time schedule for this position (e.g. attach high level Gantt chart)	
5	Title of Position….		
	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/ weeks/ months that have 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)	

Table 31: Candidate Summary

Name of Tenderer or Partner of a Joint Venture			
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.

Table 32: Professional Experience

From	To	Company/ Project/ Position/ Relevant Technical and Management Experience

iii) Technical Capabilities

Name of Tenderer or Partner of a Joint Venture

The 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) Table 33: 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) Table 34: Software List

Software Item	(Select One Per Item)			(Select One Per Item)	
	System Software	General Purpose Software	Application Software	Standard Software	Custom Software

ii) Table 35: 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 18.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of KEFRI 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.

Table 36: Technical Responsiveness Checklist (Format)

Technical Requirement No.	

ii) Form of Tender Security-Option1–Demand Bank Guarantee

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]*_____ **Beneficiary:** ....*[Procuring Entity to insert its name and address]*_____ _____ITT No.: ....*[Procuring Entity to insert reference number for the Invitation for Tenders]* **Alternative No**.: ....*[Insert identification No if this is a Tender for an alternative]*

Date: *[Insert date of issue]*_____**TENDER** **GUARANTEE** No.: _____*[Insert guarantee reference number]*_____

We have been informed that *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]* _____

(here in after called "the Applicant") has submitted or will submit the Beneficiary its tender_____(here in after called "the Tender") for the execution of_____under Request for Tenders No._____("the ITT").

Furthermore, we understand that, according to the Beneficiary's, Tenders must be supported by a Tender 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_____(_____) 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 the demand, stating that either the Applicant:

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

b) having been notified of the acceptance of its Tender by the Beneficiary during the period of Tender validity or any extension thereof provided by the Applicant has failed to: (i) execute the Contract Agreement, if required, or (ii) furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

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

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[signature(s)]

iii) Form of Tender Security - Option 2 - Tender Bond

BOND NO._____

BY THIS BOND…..…………………………………….... as Principal (here in after called "the Principal"), and
_____, **authorized to transact business in** _____, as Surety (here in after called "the Surety"), are held and firmly bound unto_____as Obligee (hereinafter called "the Procuring Entity") in the sum of _____[1] (_____), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Tender to KEFRI dated the ……………………………day of ………………………….., 20, for the supply of ………………………………………………………………….name of Contract]
_____
(here in after called the "Tender"). NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

a) Has withdrawn its Tender during the period of tender validity set forth in the Principal's Form of Tender (the Tender Validity Period), or any extension provided by the Principal; or

b) Having been notified of the acceptance of its Tender by KEFRI during the Tender Validity Period or any extension there to provide by the Applicant has failed to; (i) execute the Contract Agreement, or (ii) furnish the Performance Security in accordance with the Instructions to Tenderers ("ITT") of the Procuring Entity's tendering document.

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

The Surety here by agrees that its obligation will remain in full force and effect up to and including the date 28days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or extended there to provide by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in their respective names this_____day of_____20____.

Principal: ………………………………….   Surety: ………………………………………

Corporate Seal (where appropriate)

……………………………………………..   ……………………………………………
(Signature) *(Printed name and title)*   *(Printed name and title)*

iv) 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

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. (KEFRI 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, KEFRI 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, KEFRI 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.

Table 37: Acronym 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

Term	Explanation
ppm	pages per minute
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.   <u>Functional, Architectural and Performance Requirements</u>

i)   **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)   <u>Software Architecture</u>: *[specify: features (use diagrams as appropriate)]*.

2)   <u>Hardware Architecture</u>: *[specify: features (use diagrams as appropriate)]*.

ii)   **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)   <u>Installation, Configuration and Change Management</u>: *[specify: features]*.

3)   <u>Operational Monitoring, Diagnostics, and Troubleshooting</u>: *[specify: features]*.

4)   <u>User Administration and Access Control</u>; User and Usage Monitoring and Audit Trails: *[specify: features]*

5)   <u>System and Information Security and Security Policies</u>: *[specify: features]*

iii)   <u>Back-up and Disaster- Recovery</u>: *[specify: features]*

iv)   **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.]

v)   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.]***

vi)   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.]***

vii)   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.]***

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. For each specification, bidders are requested to provide a clear and concise explanation and provide across-reference to where that explanation or supporting information can be found in brochure describing the solution. Bidders are required to provide a system brochure that points out the functionalities that have been outlined in this tender document. The requirements here below will be scored as per the allocated points in Technical evaluation scoresheet.

Table 38: Human Resource Management

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary			
	Human Resource Management Module's General Online Requirements 1. Organizational Structure 2. Recruitment and Selection (E-Recruitment) 3. Staff Orientation / Induction 4. Employee Management 5. Reports for Employee Management 6. Performance Management 7. Training Management 8. Training Attendance (E-Learning / Staff Induction) 9. Leave Management 10. Employee Separation 11. Payroll Management: Compensation and Benefits Management 12. Awards 13. Employee Self – Service 14. Manager Self – Service 15. Institutional Calendar 16. Management of Loans and Advances 17. Managing of Internship Process 18. Clinic Process System Requirements 19. Disciplinary Management Process		
A.	**Human Resource Management Module's General Online Requirements**		
1.	Ability to maintain an online employee Bio data and allow update, upload of personnel records with photo and academic qualifications history, next of kin and beneficiaries		
2.	Ability to capture and store employee insurance and medical details online with respect to employee ID		
3.	Ability allow online different levels of access and processing rights to ensure complete confidentiality		
4.	The system should have capabilities to manage multiple cycles/ frequencies (daily, weekly monthly, annually) and payment levels (Basic pay, Housing allowance, Commuter allowance, leave allowance and other categories as per HR Policies and customize any required field of payment online		
5.	The system should have ability to group employees in different categories (Branch Offices, Departments and Sections) online		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
6.	The system should have online capabilities to manage employees' leave such as capture of leave details, balance, alerts, report pending leave approved, leave report and update leave balance, email/online leave application, approval/rejection of leave		
7.	The system should be able to customize view of employee details with relevant information online		
8.	The system should have online capabilities on performance management including appraisal system management/completion of self-appraisal forms/track appraisal status		
9.	The system should have online database on management of training & development of staff, maintenance of training programs attended and generate training report		
10.	The system should be able to generate adhoc reports for external use online		
11.	The system should have ability to manage information and operational reporting – at department, division and central levels		
12.	Ability to recruit staff and man power planning		
13.	Ability to generate Employee Master Database		
14.	Ability to generate organization structure as per KEFRI HR policy		
15.	Should have capabilities on management of separation (Retirement/ Resignation/ Termination and Death)		
16.	Capability for management of employee disciplinary action & vigilance		
17.	Capability for management of employee transfer & postings and facilitate processing of allowances such as transfer, baggage, transport, change in house allowances;		
18.	The system is capable of employee and manager self-service		
19.	Capability for management of Salary Advances and Salary in Advances		
20.	Capability for Processing of staff loans and Mortgages		
21.	Capability for Management of Disciplinary process		
22.	Capability for Staff grievances handling.		
23.	Capability to maintain staff skills inventory		
B.	Organizational Structure		
24.	System MUST have ability to include organization structure hierarchy definition and organogram.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
25.	The system MUST be able to embed the Institute's Authorized Staff Establishment and allow the update of the same to show the vacant positions at a given time		
26.	System MUST be able to build an organization structure, which caters to various organization types such as departments, directorates, functions, and units		
27.	System MUST have an ability to have multiple organization (subsidiaries) Hierarchies		
28.	System MUST have a functionality to modify the organization structures as and when required and maintain the history of all such changes.		
29.	System MUST have an ability to have position-based organizations.		
30.	System MUST have a functionality to assign managers to various Organizations and view the managers and sub-ordinates reporting to them.		
31.	System MUST have an ability to view positions linked to various Organizations.		
32.	System MUST have provision to define various directorates at various locations.		
33.	The system must be able to define, develop, analyze/ evaluate and store job descriptions, skills and qualifications required for each position.		
34.	Capability to generate Jobs form that will include breakdown of approved jobs or staff establishment, (total number, vacant, occupied, blocked, etc.).		
35.	The system MUST be able to identify jobs and positions uniquely.		
36.	The system MUST be able to maintain history of changes done to the position details		
37.	Ability to show all vacant and occupied positions & jobs (staff in post).		
38.	Capability to allow job rotation		
39.	Ability for Departmental heads, directorate Heads using the self-service to request for "New Jobs", "Transfer of jobs and positions" and build the required workflow.		
40.	Ability to link rewards and salary scales with employees' position grading.		
41.	Ability to integrate staff costs with the budget module		
42.	The system must have the ability to maintain changes in employee position and jobs details such as: - Position and job Transfer ,Position and job Status, -		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Position and job Description, - Position and job History		
43.	The system should allow for changes in position title.		
44.	The system should allow for upgrading a position.		
45.	The system should allow for downgrading a position.		
46.	The system should allow for removing or returning a position.		
47.	The system should allow for the ability to create several types of employment (terms of service) such as Permanent and Pensionable, contractual, consultant, internship etc.		
48.	The system should allow for addition, removal or amendment of types of employment		
49.	Ability to create grading levels (managerial, technical and support) and flexibility to adding new levels.		
50.	Ability to create employee status (active employment, resigned, suspended, study leave, serving training bond and unpaid leave) and integrate it with affected areas in leave management and payroll		
C.	Reporting Requirements for Organizational Structure		
51.	Ability to generate multiple statistical reports for all positions & jobs within the Organization		
52.	The system MUST produce the following reports:		
53.	Organizational structure reporting by location.		
54.	Organizational structure reporting by Department/ directorates.		
55.	Open and filled positions reporting.		
56.	Positions associated with organizations.		
57.	Budget & Actual Head Count Comparison.		
D.	Recruitment and Selection		
58.	Ability to create and develop employee requisitions/vacancies.		
59.	Ability to receive applications during online recruitments and serialized		
60.	Ability to allow for information drawn from physical applications to be inputted into the system during recruitments		
61.	Ability to accept both internal and external applications.		
62.	Ability to screen and select candidates.		
63.	Ability to track candidates and recruiter in the placement process.		
64.	Ability to manage pre-placement verification, which includes salary authorization.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
65.	Ability to advertise vacancies internally (self-service)		
66.	Ability to alert the DDHR and the HoDs on overdue vacant positions		
67.	The system should enable candidates to apply for available vacancies and allow only those who meet the minimum requirements.		
68.	Ability to generate a long list as per the job criteria e.g. experience, technical, academic and competence qualifications.		
69.	Ability to capture interviewer notes and feedback.		
70.	System MUST have an inbuilt vacancy approval process/workflow for management/updating of the Authorized Staff Establishment		
71.	System must have a recruitment and selection workflow that covers the process from vacancy creation to defining a new employee.		
72.	Ability to track recruitment drive and produce reports for management (e.g. recruitment costs, time taken to fill a position, status of recruitment drive, etc.).		
73.	Ability to generate resumes from candidate input details.		
74.	Ability to upload and share candidate documents (e.g. certificates, CV, etc.).		
75.	Ability to verify budget prior to recruitment drive.		
76.	Ability to generate offer letters, appointment letters, etc. Ability to send an offer letters electronically or as a print out.		
77.	Ability to generate regret letters.		
78.	Ability to hire staff on contract for a specified period.		
79.	Ability to hire temporary staff and/or interns for a specified period.		
80.	The system should be able to shortlist qualified applicants from the long-list at the point of job application. This will assist HR from having to review overwhelming number of applications from unqualified persons.		
81.	When employees are rehired, the system should link all previous employment information to the new record.		
82.	The system SHOULD have recruitment planning mechanism to capture recruitment plans online		
83.	The system MUST be able to track the requisitions for vacancies for a particular job, grade, location or position		
84.	Ability to schedule interviews		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
85.	Ability to track interview results		
86.	The system should allow flexibility of the requisition forms according to requirements		
87.	Ability to register the employment contract, renewal and termination		
88.	The system must have the ability to provide an interface for customizing recruitment letters		
89.	Ability to track and monitor implementation of probation periods for newly hired employees		
90.	The system should be able to support the nomination and appointment of shortlisting and interview panels and should send notifications to Officers appointed		
E.	Reporting Requirements for Recruitment and Selection		
91.	Ability to generate the following reports:		
92.	Recruitment Activity reports, Recruitment reports – direct / internal reports		
93.	Recruitment reports based on recruiting department.		
94.	Vacancies report.		
95.	Applicants Qualifications reporting.		
96.	Statistical reports of the applicants and provide the management with tabular and graphical reports and other analytic presentations		
97.	Statistical report of the requested number of employees for a specific area		
F.	Staff Orientation / Induction		
98.	Should be able to develop induction program within the system with input from HR and user departments.		
99.	Ability to allocate employee compensation and benefits (NHIF, NSSF, club membership, advances, loans, etc.).		
100.	Ability to confirm/reject new employee after completion of probation period or extend probation period.		
101.	At a minimum, the following employee master details must be captured: Photo of staff Staff number (auto-generated) Age Home County Nationality Ethnicity Disability Gender PIN Details		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	NSSF Details NHIF Details HELB status ID Number Passport number Marital status Date of birth Employees names Contacts (Phone Number, Postal Address, and Email etc.) Spouse details: name, ID number, occupation and contacts (Phone number, Postal Address, Email etc.) County of origin Dependants: Age, Gender, relation (daughter, son, adopted) Next of kin details: Names, ID number, occupation and contacts Employee photo Employee qualifications, experience and skills Previous employer Medical related details Employment date Position Category (senior, management, mid management, support) Department/directorate Employment status (contract, permanent, probation, temporary) User-defined comments		
102.	Ability to add/delete any bio data as necessary by authorized user		
103.	The system must allow an employee to view and update personal data such as names, address, contacts, schools and/or University attended, qualifications, HELB, etc. subject to verification and approval.		
104.	The system must allow an employee to view and update payment details such as bank, account name, account number, Bank Branch Codes etc. subject to verification and approval.		
105.	The system must allow the user to view and update information on beneficiary and dependents subject to verification and approval.		
106.	The system SHOULD have storage repository for certification and other relevant documents for employees		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
107.	The system SHOULD alert new employees to participate in the induction program coordinated by HR.		
108.	The System SHOULD allow grouping of employees based on various aspects such as department/directorate and grades		
109.	The system MUST be able to store working hour's details, work frequency and normal timings for the employee.		
G.	Employee Management		
110.	Capability to act as a centralized portal for disseminating static employee information such as benefits, leave information, disciplinary action and appeal process, FAQs, loans application, benefits, etc. which can be updated as need be.		
111.	The system must be able to manage staff transfers, acting appointments, relocations, promotions and demotions and track such movements.		
112.	The system should be able to address acting appointments. It should be able to capture under an employee's profile: The event of acting appointment Position Start and end dates of the appointments Benefits applicable		
113.	Capability to embed a workflow that supports Employee transfers including acting Appointments		
114.	Capability to provide for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.		
115.	Ability to maintain a history of Employee transfers taken and support the ability to profile the same employee		
116.	Ability to interface with employee transfers module with payroll processing component		
117.	Ability to manage employee disciplinary actions		
118.	Ability to embed a workflow that supports the disciplinary process (disciplinary module)		
119.	Capability for uploading and attaching documents to an employee's profile such as scanned warning letters, certificates, commendations, etc.		
120.	Ability to maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
121.	Ability to interface disciplinary module with payroll processing component		
122.	Ability to integrate disciplinary module with the personal development, training and separation modules		
123.	The system must be able to adequately address situations where an employee is suspended or interdicted and capture this event on the employee's profile. This includes provision of workflows for initiating the suspension process, ending suspension/interdiction and reinstating/rejecting an employee after suspension /interdiction		
H.	**Reports for Employee Management**		
124.	Ability to generate the following reports: Employee details by department, location, positions, jobs, grades, payroll, Allowances, etc. New appointments / joiners report. Acting appointments report. Transferred employees report. Employee addresses and contact details report. Employees' summary reporting by specific criteria e.g. by department, grade etc. Employees Locations report Employee turnover reporting and analysis Disciplinary actions taken report Positions Analysis Contract Employees Employees by Cost Centre Employees Ethnicity Reports Employees by Education Level Promoted Employees Retiring Employees Terminated Employees Transferred Employees Workforce planning Staffing level analysis Ages of staff Dates of employment Report listing employee NHIF, NSSF, PIN, HELB, NSSF or NITA (National Industrial Training Authority) details Gender analysis People with Disabilities (PWD) analysis Skill set and competencies status: to list per employee the professional qualifications, academic qualifications, learning / development map, job requirements		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
I.	**Performance Management**		
125.	System MUST have an inbuilt performance appraisal process/workflow.		
126.	The system should be able to interface with the Institutional Planning Unit that is the custodian of the Institutional Workplan and Performance Contract and should be able to monitor and manage performance contract deliverables for the Institute;		
127.	The system should be able to store and enable Officer's access to online performance appraisal forms for access to staff;		
128.	The system should be able to prompt target setting at the beginning of a Financial year, mid-year appraisals and end year evaluation processes;		
129.	Ability to interface the performance appraisal module with the payroll process for implementation of some performance related rewards eg. award of incremental credit etc.;		
130.	Ability to interface the performance appraisal system with the T&D module enable identification of professional development requirements during the appraisal process and converting them to training requests in the Training and Development module;		
131.	Capability for the JSAC and SSASC to access the system for evaluation of staff and to give recommendations of the same		
132.	Ability to support the Staff Performance appraisal system with the ability to be configured to any other system such as the balanced scorecard.		
133.	Ability to define various objectives associated with performance management.		
134.	Ability to define and amend Key performance Indicators (KPI's) associated with the objectives defined subjected to a workflow approval.		
135.	The system should allow variation of KPI's to different categories of employees.		
136.	The system must enable calculations for the KPIs against predefined rules to arrive at the performance measurement.		
137.	Ability to monitor and manage performance contract deliverables.		
138.	The system should maintain the work history such as Officer's promotions and length of employment in a position;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
139.	The system should be able to store performance and generate reports of appraisal results for a staff over a period of time.		
140.	Ability to capture performance requirements per position: qualification requirements, personal attributes, education, experience, skills, etc.		
141.	Ability to receive periodic (e.g. quarterly) appraisal reviews/results from various directorates online.		
142.	Ability to send employees / special groups performance appraisal report on the system.		
143.	Ability to track performance appraisal results over a period of time per employee, special group, department, etc.		
144.	The performance management system should interface with the Training and Development module to enable identification of development requirements during the appraisal process and converting them to training requests in the Training and Development module.		
145.	Ability to capture evidences related to specific to performance KPI's.		
146.	Ability to extract performance data to (excel, MS word, pdf etc.) per employee and per department and directorates.		
147.	The system should support self-appraisal for staff and assessment of self-appraisals for annual or periodic appraisal process for the managers.		
148.	Support electronic signoffs between the appraised and appraiser and other relevant officials.		
149.	The system must allow the employee to receive performance feedback from their supervisor/management in line with institution work flow.		
150.	The system should allow tracking of performance progress of employees on Performance Improvement Plan (PIP)		
151.	The system should have the ability to generate letters of commendation		
152.	The system must allow KPI tracking and management dashboards.		
J.	Reporting Requirements for Performance Management		
153.	The ability to generate the following reports: Performance reporting per individual. Performance reporting by position. Performance reporting by department / special group.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
K.	**Training Management**		
154.	Ability to match training needs of an employee against their position's qualification requirements (academic, personal attributes, professional, experience, skills, etc.), organizational growth plans and performance management system.		
155.	The system should allow feeding of the approved FY training budget into the training module for the module to monitor utilisation of the budget through implementation of approved trainings		
156.	The system should allow feeding of the approved training plan into it to enable monitoring of the implementation of the training plan		
157.	The system should be able to undertake Training Needs Assessment as per the Human Resource Policies and Procedures		
158.	Capabilities to support development and generation of TNA reports		
159.	Capabilities to conduct Training Evaluation as per the Human Resource Policies and Procedures		
160.	Capabilities to support development of Training Evaluation reports		
161.	Ability to receive feedback on the approval/rejection of their training request through the system;		
	Ability to identify training needs based on the performance appraisal.		
162.	The system should be able to deduct and stop deductions of training levy as per the human resource policy and procedures		
163.	Ability to submit status reports on their on-going trainings and their certificates on completion of the trainings /invoices or any other documents related to the training through the system;		
164.	Ability to capture training requests submissions from user departments.		
165.	Ability to create a list of training providers and their details.		
166.	Ability to create a training plan, manage and update training plan.		
167.	Ability to create a short-list of candidates for training and compare them against the training selection criteria (e.g. competency-based selection).		
168.	The system must have an approval/rejection process for a training plan.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
169.	Ability to create, manage and update an employee's personal development plan.		
170.	Ability to capture information on trainings attended by an employee.		
171.	Ability to capture/receive training and development requests from other departments.		
172.	Ability to maintain historical data on all information captured e.g. trainees, trainers, vendors, training requirements, attendance, training record, performance, cost etc.		
173.	Ability to create (define) training selection criteria and maintain historically (e.g. competencies-based criteria.).		
174.	Ability to allocate roles to different personnel in the training development process.		
175.	Ability to interface the training request process with financial system e.g. raising invoice, LSO.		
176.	Ability to track the status of a training request from requisition through planning to delivery and completion by trainees.		
177.	Capabilities to centralize cataloguing and tracking of training courses		
178.	Ability to design, create and deliver online training programs for new staff as part of induction (modules and tests).		
179.	The system should have provision for setting the maximum number of trainings and cost a single employee can receive in one financial year.		
180.	The system should have functionality to restrict an employee from registering the same training course more than once after successfully undertaking the course		
181.	The system MUST facilitate development of a training calendar specific to departments within the company, jobs skills requirements, technical aspects and publish the calendar		
182.	The system SHOULD be able to generate training requirements-based performance appraisal		
183.	The system should have the capability to undertake training impact assessment		
L.	Reporting Requirements for Training Management		
184.	Ability to generate the following reports pertaining to training: Competencies reporting along with skills.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Training requirements reporting. Trainings history reporting. List of Attendees of a Course List of Attendees of a Course in a Department List of Courses for a certain position List of Courses Taken by Employee during a defined period List of Employees not Attended a mandatory Course (if expected to attend) Enrolled For postgraduate courses/ professional courses / scholarship. Employee Training/development needs Staff trained Trainings delivered Trainings in the pipeline Training plan Training feedback reports		
M.	Training Attendance (E-Learning / Staff Induction)		
185.	The system should be able to present to employees a list of approved courses from which to choose from		
186.	The system MUST facilitate the enrolment for training courses		
187.	The system MUST enable the users to maintain a history of the courses attended, status of registrations and passes/fails		
188.	The system must be able to track enrolment and maintain enrolment status for all courses		
189.	If registrations are received beyond the maximum capacity of the course, the system must be able to keep a waiting list for that course		
190.	Ability to send reminders and notifications to employees on upcoming courses which they have registered for		
191.	Ability to capture training evaluation and feedback by attendees so as to determine the success of the training delivered		
192.	Ability to record skills gained by the trainee after attendance of the training		
193.	The system must be able to capture the grade (pass/fail/marks obtained) of an employee upon completion of a course either automatically or manually by the trainer		
194.	The system must be able to track on number of hours of training an employee has attended for each course		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
N.	Leave Management		
195.	The system MUST automate the leave application process by enabling end-to-end online leave management		
196.	The System should interface with the employee master database module in which all staff, their supervisor s and second supervisors are defined to facilitate online leave approval;		
197.	The System should be able to provide all types of leave approved in the Institute as per the HR Policy and Manual		
198.	The system should enable users to perform online leave planning at an individual level which will form the basis at the Departmental level and submission of the same to inform the Institute's leave calendars every Financial year;		
199.	The should prompt Supervisors on any leave requests pending their consideration;		
200.	The system should support the calculation of leave days on pro-rata basis		
201.	The system should keep a database of leave days taken by respective Officers and the leave balances at any given time and prepare reports on the same;		
202.	The system must be able to carry forward leave balances not in excess of fifteen (15) days to the next Financial Year as provided by the HR policies and Procedures Manual;		
203.	Capability to track individual skills, store required courses, certifications and grades received. Document all awards, accomplishments and recognition each employee has received over the years.		
204.	The system must allow initiation of sick leave application by HR or the Officer's supervisor on behalf of the employee. For this purpose, the system should be able to interface with the payroll system for any variation of remuneration as provided for sick leave.		
205.	The system must have an audit trail which will be managed by the HR Department.		
206.	The system must embed a workflow for leave management that can capture comments and approvals related to the task depending on its requirements		
207.	Ability to accrue leave days at a configurable rate.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
208.	Ability to provide alerts and notifications to users and relevant authority on leave days above 15 leave days, 30 days before the close of the financial year		
209.	Ability to deduct leave days.		
210.	Ability to suspend leave subject to approval by Head of Department		
211.	Capability to track and extract a history of the leave management data of an employee		
212.	Ability to calculate of leave balances and how much they are worth		
213.	The system must be able to carry forward leave balances as per HR policy and Kenya Statutory laws		
214.	Ability to interface with payroll component so as to support the conversion of leave balances to payment (during separation only)		
215.	Capability to enable users to perform online leave planning on a **Financial Year based** system and submission of the same into the leave approval workflow or save plans as draft		
216.	Capability to provide alerts and notifications to users and relevant authority on leave anniversary, public holidays, etc.		
217.	The system should provide for Public holidays		
218.	Enable one to apply different types of leave including: Maternity Study Paternity Child adoption Compassionate Annual Compulsory Terminal Sick Sabbatical Unpaid Special Leave for Sportsmen		
219.	The system must allow initiation of sick leave on behalf of the employee application by HR personnel		
220.	At a minimum, the following details on leave application must be captured: Name Department/directorate Grade Date of appointment Leave entitlement (days per annum)		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Leave days applied for Leave start date Leave end date Contacts when away Leave balance carried forward Leave balance brought forward Leave balance		
221.	The system MUST have the provision to access leave information online.		
222.	The system MUST have a facility to keep a track of number of days of leaves taken, for the various categories of leave		
223.	The system MUST have a facility for the supervisors or the HR users to approve or reject the leave applied by the employees		
224.	The system MUST have the capability to generate leave schedule for all employees		
O.	Reporting Requirements for Leave Management		
225.	Ability to generate the following reports: The system MUST have a provision to report the usages of leave types. The system MUST have reporting for various types of leaves for employees. Leave accruals reporting.		
P.	Employee Separation		
226.	Capability for a workflow for KEFRI to initiate the separation of an employee in the event that it is a dismissal and capture comments where necessary		
227.	The system should enable access to the following forms that support the Separation process Clearance form Exit Questionnaire Handing Over Form Declaration of assets and liabilities form		
228.	The system should capture the separation event and date under an employee's profile. Further to this, it should capture type of separation (dismissal, resignation, death, retirement, retrenchment, retirement on medical grounds and contract expiry), details of the separation eg. date and allow attaching of relevant separation documentation;		
229.	The system should store the notice period details and submit notices of the same to Officers i.e. those on contract, permanent, on probation and on internship;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
230.	The System must be able to keep record of and generate reports on the staff due to exit through retirement or those that have separated from the Institute through death, retirement, resignation, dismissal etc by a given time or on request;		
231.	The system should be linked with the manpower planning module and the payroll module in order to be able to stop salary upon Officer's exit;		
232.	The system must be able to interface with the Pension System to facilitate processing of Pension benefits for staff who have exited from the Institute		
233.	The system should capture the separation event and date under an employee's profile. Further to this, it should capture type of separation (dismissal, resignation, death, retirement, retrenchment, retirement on medical grounds and contract expiry), details of the separation eg. date and allow attaching of relevant separation documentation;		
234.	The system should store the notice period details and submit notices of the same to Officers i.e. those on contract, permanent, on probation and on internship;		
235.	Ability for a workflow for processing a request for separation from an employee and capture comments where necessary		
236.	Capability for a workflow for processing a request for separation from an employee and capture comments where necessary		
237.	Capability for a workflow processing a request for separation through an employee retirement, and demise and capture comments where necessary		
238.	The system should store the notice period details of all employees		
239.	System should allow employees access clearance form online		
240.	At a minimum, the following should be captured on the clearance form: Name and Employment Number Date employed Forward Contacts Designation Department Type of separation Last day of service Leave days due payable Notice period (adequate/inadequate)		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Notice period (to hand over EPC Property) Pay in lieu of notice Signoff requirements with relevant personnel, departments or directorates		
241.	Electronic signoff of clearance form between user and relevant personnel/departments and capture comments		
242.	Ability to integrate with compensation module, loans, mortgages, etc.		
243.	Ability to maintain employee exit interview information		
244.	The system should capture the separation event and date under an employee's profile. Further to this, it should capture type of separation (dismissal, resignation, death, retirement, and contract expiry), details and allow attaching of relevant separation documentation		
245.	The system must have a workflow for processing an employee reinstatement application that allows one to either approve and process the reinstatement or reject the reinstatement application.		
246.	The system must be able to address the process of employee reinstatement. During reinstatement, the system should allow one to continue working with the previous data that was captured prior to termination of the employee and register the event of reinstatement on the employee's profile.		
247.	The System MUST allow for terminating the employee record at the conclusion of the employment period without deletion.		
248.	The system should have the capability to allow stoppage of salary one month before exit on retirement or resignation.		
249.	The system MUST have the capability to generate Certificate of Service upon exit of employee.		
Q.	Reports for Employee separation		
250.	The system should have the following reports: Terminated / separated employees report. Terminated Employees by Termination Reason. End dated positions reports. Staff due to retire (in 3 years, 2 years, 1 year, 9 months, 6 months)		
R.	Payroll Management: Compensation and Benefits Management		
251.	The system should enable compensation planning.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
252.	The system should have an online Pay Change Advise (PCA) and should allow the preparation, verification and validation of it online		
253.	The system must provide a workflow for approval or updating of all compensation related configuration data.		
254.	System must be able to capture and maintain all compensation and benefits data such as gross salary, Gratuity, NSSF, NHIF, allowances, benefits, pension contributions, internal loans, insurance relief, Personal Relief, PAYE, HELB etc.		
255.	The System must allow output of all reports below the accounting line (BTL's);		
256.	The system must be able to run a change report every pay period (This report captures anything that has changed from the previous payroll run, and can quickly identify unauthorized pay changes);		
257.	The System must allow multiple user rights and multi-location access-;		
258.	The system should capture and implement salary increments for all officers due;		
259.	The system should allow for approval, rejection and processing of salary advances/in- advances within the system		
260.	The system should give feedback to Officers on the approval or rejection of their salary advance or in-advance requests		
261.	The system should not allow an Officer to apply for more than one salary advance in a financial year and the monthly deductions calculated by the system should ensure that the advance is recovered in full by the end of the Financial year		
262.	The system should not allow an Officer to apply for more than one salary in-advance in a quarter and therefore not more than four (4) salary in-advances in a financial year		
263.	The system should allow for approval, rejection and processing of salary advances/in- advances within the system		
264.	The System should be able to generate tax return forms(P9) in departments/Stations or in individual basis		
265.	The system must be able to interact with their party systems to enable submission of statutory reports with		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	eg. the Pension System, KRA, HELB, NITA and SACCOs etc;		
266.	System must be able to capture and deduct monthly Employers' Contribution and Employees contribution and submit it to the Institute's Pension Scheme		
267.	For the compensation and benefits data above, the system must be able to keep a history of transactions and changes while enabling the extraction of the same separately as a report per employee, department/directorate for all employees whether current, separated, on leave, etc.		
268.	System must be able to capture and maintain pay disbursement details (i.e. pay mode, bank details, cost center, etc.) allow for amendment and keep a history of such amendments		
269.	System should enable computation of employee costs per employees Division, Directorate or Department.		
270.	System must interface with the financial system / accounting module chart of accounts so as to allocate staff costs to the relevant cost/profit centers.		
271.	System should generate of tax returns (P9 forms) in batch or on singular basis.		
272.	The system must be able to perform salary transfers / Payments.		
273.	System must be able to upload payroll data in mass from files such as spreadsheets where necessary. There must be a workflow for approving such uploaded data.		
274.	The system must be able to define categories of benefits and assign employees to benefit categories based on an eligibility criterion (i.e. one-off payments, periodic, recurring, etc.).		
275.	The system must be able to define salary plans (i.e. salary ranges and pay plans) for different categories of employees and associate an employee to a salary plan based on predefined rules/qualification criteria.		
276.	Ability to compute employee salary increment based on salary progression matrix.		
277.	The system must be able to compute salaries in Kenya Shilling.		
278.	The system should enable attaching or referencing of documentation related to employee compensations e.g. garnishment letters, etc.		
279.	System should enable the staff to view their pay information online/and download payslips		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
280.	Capability for application for loans and salary advances and facilitate approval of the same through a workflow.		
281.	Ability to provide Alerts when the employee's deductions reach a set threshold – 1/3 of monthly pay.		
282.	Ability to provide alerts employee and the DDHR 3 months before the end of the contract		
283.	The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions.		
284.	Ability to process partial deductions if an employee's pay are insufficient to cover the deduction.		
285.	Ability to compute associated employee taxes while taking into consideration the employee's benefits.		
286.	Ability to facilitate payroll planning and calculations.		
287.	Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee's benefits.		
288.	Ability to make payment of gratuities as per the regulations on the last month of the contract		
289.	Ability to pay mass salary changes retroactively and with different options.		
290.	The system must be able to address payments/deductions missed out in the past either to a single employee or a group of employees.		
291.	The system must be able to record loans/advances to the employee under the employee's profile.		
292.	The system must correctly recover loans / salaries advanced to the employee.		
293.	The system must be able to post the recovered amounts correctly to the financial system.		
294.	The systems MUST NOT allow arbitrary allocation of compensation/benefits to an employee. All compensation and benefits must be formula driven / criteria based.		
295.	The system must have robust security features that will protect sensitive salary related information from unauthorized users.		
296.	The system should support multiple payroll cycles		
297.	The system must allow one to define the date when the payroll is run and the date when the salary transfer takes place. The system should allow these dates to be changed in the event that they fall on a holiday.		
298.	Provision for having different payrolls to cater for:		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Board Members Contract employees Casual employees/Consultant Interns/attachment		
299.	They system must have flexibility for configuring earnings and deductions so as to capture all earnings and deductions applicable at KEFRI.		
300.	System should allow provision to schedule earning and deductions in order to address situations where an earning/deduction is one time or severally over a period of time.		
301.	The system must offer functionality to make corrections to a payroll already processed.		
302.	The system should be able to generate a detailed pay slip explaining every earning and deduction made for every payroll run. The pay slip should clearly separate earnings from deductions.		
303.	The system should maintain a history of all payroll runs and all their information (payments made and costings generated).		
304.	The system must notify HR once the payroll runs and payroll transfers are complete. It must allow HR to track their status and be able to view any error/exceptions in the process and view successfully processed payrolls.		
305.	The system should allow the salary adjustment as defined in the salary progression matrix.		
S.	Reports for Compensation and Benefits Management		
306.	In addition to a flexible reporting facility, the system must be able to extract the following payroll related reports per employee, per department and per company: Pay slip in softcopy that will be sent to the employee by email in an uneditable format Bank advice. Payroll per month Staff journal. Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.). Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.). Contributions (pensions, etc.). Club subscriptions. Tax returns (P9 forms). Employee costs.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Employee compensations details report. Salary related costing details report. Overtime payment report. Payroll related costing reports. Salary on Hold reporting. Report for pending payments to employees. Statutory report such as PAYE reporting. End of service calculations report. Reimbursement status report Employee whose contract is below 3 months to termination/renewal Gratuity paid per employee		
T.	Awards		
307.	The system SHOULD have capabilities to support development and management awards /rewards, recognition, and incentive / motivation programs.		
308.	The system SHOULD facilitate tracking and recognition of service awards such as gifts, certificates.		
309.	The system SHOULD be able to store all the employee related awards history.		
310.	The system SHOULD have a provision of reflecting awards related information to an employee's performance.		
U.	Reports for Awards		
311.	The ability to generate reports pertaining to awards: Awards issued per period. Awards issued per employee. Incentives provided per period. Incentives provided per employee. Listing of awards type. Listing of incentive type. The system SHOULD facilitate reporting of service awards such as gifts, certificates.		
V.	Employee Self – Service		
312.	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.		
313.	The system MUST enable the users to view their pay slips and P9 on-line for all the processed payrolls.		
314.	Ability to capture 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		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
315.	The system MUST have a facility for the users to upload maintain their beneficiary details and dependents information		
316.	The system MUST facilitate the users to maintain their emergency / next of kin contact details. Subject to verification and approval		
317.	The system MUST have the leave request functionality, which would enable the users to apply for leave.		
318.	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users.		
319.	Ability to allow employees to update their training information.		
W.	Manager Self – Service		
320.	System should enable line managers to access, search and view information pertaining to their team members.		
321.	System should allow a supervisor to have access to view his/her team members' employment as well as applicant history.		
322.	System should allow supervisors to access and view the team members' leave requests for Approval/rejection		
323.	System should enable supervisors to view absence history for his/her entire team.		
324.	The system should enable supervisors to update their Directorate/Departmental calendar of events to the institutional annual calendar		
X.	Institutional Calendar		
325.	The system should incorporate online annual institutional calendar preparation functionality and should be able to cover all Directorates/Departments programmatic Calendar		
326.	The system must possess functionality that allows activity plan preparation at a departmental/Directorate level prior to merging several departments'/ Directorates' activity plan into a singular institutional activities plan.		
327.	System should be able to maintain and track of activities at departmental/directorates and institutional level and be able to provide alerts to the user Directorate/Departmental Heads at intervals of 1month, 2 weeks and 1 week before the actual date of the activity		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
328.	The system must have a workflow approval for creating, uploading and updating the organization's annual calendar.		
Y.	**Reporting Requirements for Institutional Calendar**		
329.	Ability to generate dynamic reports with the provision for a drill-down capability.		
330.	Ability to create customized reports (user defined). Users who perform this function will have to be trained on use of the tools		
331.	Reports with the following parameters Notifications on due date Notifications on due date Calendar by due date Calendar by completed activities Calendar by pending activities Calendar by Directorate/department		
Z.	**Management of Loans and Advances**		
332.	Ability for the staff to fill loan application form online through the self-service module for the different types of loans and advances: Salary advance Mortgage/ Car Loan		
333.	Capability for an inbuilt workflow(s) for processing applications of the different types of loans and advances must be present that addresses the unique qualification requirements for each loan/advance. The workflow must address the entire loans application, processing and approval process		
334.	The system must capture the loan/advance against the employee's compensation and benefits profile		
335.	The system must interface with the payroll component so as to correctly record issued loans, recovered loans/advances.		
336.	The system must not allow for issuance of loans/advances that violate the statutory guidance on employee deductions in Kenya		
AA.	**Reporting Requirements for Loans and Advances**		
337.	Ability to produce various Payroll forms/reports including: e.g Tax Deduction Card (Benefits / Owner Occupiers Interest / Normal Cases) , Tax Deduction Card (Tax Free Remuneration), PAYE Quarterly Return Form		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
AB.	Managing of Attachment Process		
338.	The system should allow application of attachment through the system and give feedback on the approval or rejection of the attachment request through the system		
339.	The system must be able to generate relevant reports of the attachment based on various data such as the learning Institutions, Courses being undertaken by the students attached and details of period of attachment		
340.	The system should be able to input and store data such as student details, name, learning institutions, attachment start and finishing dates and submission of attachment reports		
341.	The system should be able to generate recommendation letters after clearance of the attachee		
342.	The system should be able generate letters of attachment showing the approved deployment of the attachee, period of attachment and any other relevant information		
343.	The system should allow access of indemnity forms for the attachees who have engaged		
344.	The system should have a clearance form and exit questionnaire which the attachees should fill and submit to clear from the Institute		
345.	The system should be able to integrate with all the HoDs, RDs, ARDs, and DDs to confirmation availability of attachment opportunities		
346.	The system should allow submission of the relevant application forms by the by the attachment applicant ie. NITA Form, Introductory letter from learning Institution, application letter by attachee, Student Insurance		
AC.	Managing of Internship Process		
347.	The system should allow application of internship through the system and give feedback on the approval or rejection of the internship request through the system		
348.	The system must be able to generate relevant reports of the attachment based on various data such as the learning Institutions, Courses being undertaken by the students attached and details of period of attachment		
349.	The system should allow the recommendation for renewal of internship contract by HODs, RDs, ARDs through the system and should generate feedback on		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	approval or rejection of renewal request to the Intern through the HoD, RD, ARD or DD		
350.	The system should be able to input and store relevant Internship data such as number of interns engaged at a given time or over time, where they were deployed, their specialization, duration of internship		
351.	The system should be able to generate recommendation letters after clearance of the Internship		
352.	The system should be able generate letters of Internship showing the approved deployment of the Intern, period of Internship and any other relevant information		
353.	The system should store internship date for use to generate relevant reports on the same		
354.	The system should have a clearance form and exit questionnaire which the Interns should fill and submit during the clearance process		
355.	The system should be able to integrate with all the HoDs, RDs, ARDs, Head of Sections and DDs to communicate their internship needs		
AD.	Management of Mentorship Process		
356.	The system should allow application of mentorship through the system and give feedback on the approval or rejection of the mentorship request through the system		
357.	The system must be able to generate relevant reports of the mentorship programme based on various disciplines and distribution of mentors and mentees.		
358.	The system should have the capability to maintain the list of mentors for the Institute in the various fields.		
359.	The system should be able to allow assignment of mentors to mentees.		
360.	The system should allow the mentor to track performance progress of mentees assigned to them during the mentorship period.		
361.	The system must be able to generate mentorship programme reports.		
362.	The system should have the capacity to terminate the mentorship relationship at the end of mentorship period.		
AE.	Clinic Process System Requirements		
363.	System should enable creation of login credentials for the authorized clinic staff eg. Clinical Officer, Lab Tech,		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Nurse, Medical Store Clerk, and Medical Records Clerk/Receptionist		
364.	The system should have the following sub-modules: Laboratory, Pharmacy, Medical Records, Inventory Management		
365.	The system should interlink with the Medical Records Clerk /Receptionist, Clinical Officer, Nurse and Lab		
366.	The system should be able to integrate with Smart Application, MPESA and Payroll to allow payment for services accessed		
367.	The system's integration with the smart card should allow the reading of card balances, allow thumb print and approve use of card		
368.	The system should allow integration with the SCM Module to enable requisition of drugs		
369.	The system should be able to generate daily, quarterly, weekly, monthly, adhoc and statutory reports to eg. NACC,NACADA,MOH and the County Govt.as required		
370.	The system should allow booking between 8am - 4pm during working days		
371.	The system should be able to facilitate input, storage and update of patient medical history to both the doctor and patient		
372.	Capability of the system to allow Laboratory sub-module have a drop down showing all tests that can be carried out at the Clinic		
373.	Capability of the system to contain the Drugs Inventory Management Module on drugs available, expiry dates and give notification of re-order levels for drugs		
374.	The system should be able to give monthly reports on clients seen, diseases treated and referrals made		
AF.	Disciplinary Management Process		
375.	The system should maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee		
376.	The system should support submission of show cause letters, interdiction and suspension to Officers and support submission of replies to show cause letters through the disciplinary module		
377.	The system should support the entire disciplinary process and ensure the conclusion of disciplinary matters within the stipulated time as per the Human Resource Policy and Procedures Manual (6 months)		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
378.	Capability to interface Discipline module with payroll processing component, the Admin, SCM modules and IT and any other applicable modules		
379.	The system should be able to send notifications to the relevant modules		
380.	The system should be able to indicate the specific offences in the category of minor offences and the specific offences under the major offences and the various disciplinary actions relevant to each category of offences as per the Human Resource Management Policies and Procedures.		
381.	The system should maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee		
382.	The system should support submission of show cause letters to Officers and receipt of replies to show cause letters through the disciplinary module		
383.	The system should be able to monitor that the disciplinary process is initiated and concluded within the stipulated time as per the Human Resource Policy and Procedures Manual		
384.	The Discipline module should be interfaced with payroll processing component, the Admin, SCM modules and IT and any other applicable modules		
385.	The system should be able to send notifications to the relevant modules		
386.	The system should be able to identify the specific offences in the category of minor offences and the specific offences under the major offences and the various disciplinary actions relevant to each category of offences.		
387.	The system should support the entire disciplinary process		
388.	The system should maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee		
389.	The system should support submission of show cause letters to Officers and receipt of replies to show cause letters through the disciplinary module		

Table 39: Administration

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary of the processes			
1.	Fleet Management		
2.	Meeting Rooms Management		
3.	Assets Management		
4.	Access Control/ Visitor Management		
5.	Management of Outsourced Services		
A.	Online Fleet Management		
1.	Ability to interface with the budget system and Supply Chain Management for purchase requisitions and boarding for disposal		
2.	Online approval for procurement and acquisition of vehicles		
3.	Capabilities on Management of work tickets to capture authorization and mileages.		
4.	Ability to capture daily usage of vehicle.		
5.	Ability to track accidents		
6.	Capabilities to allow for categorization of vehicles. (model, location and the carrying capacity)		
7.	Ability to track and generate vehicle fuel consumption report as per the work ticket.		
8.	Ability to allow uploads of abstract, driver's report, and photos insurance claim forms in case of accidents.		
9.	Ability to automatically reconcile fuel accounts based on the receipts / work tickets / fueling forms captured		
10.	Ability to generate fuel consumption reports based on the metrics defined and Motor Vehicle summary report for vehicle usage.		
11.	Ability to provide an interface with the Asset Management Module on the Asset Register and Procurement Module.		
12.	Ability to integrate with existing car tracking system		
13.	Capability to interface with Insurance Module (for alerts on Insurance renewal).		
14.	Ability to provide for inspection reports and enforce statutory requirements.		
B.	Transport Requisition		
15.	Ability to maintain a database of the pool of vehicles available and the drivers		
16.	Ability to allow online requests, approval, allocation of vehicle and feedback to staff		
17.	The system should have capabilities that are in structured in that once vehicles are assigned it should		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	send alerts to the requester and also lock the car until trip is over		
18.	Ability to maintain work orders		
19.	Ability to maintain a dashboard to show available and assigned vehicles		
20.	Ability to generate user report (application received, application honored and not honored)		
C.	Motor Vehicle Servicing/ Routine Maintenance		
21.	Ability to track driver's vehicle mileage through the use of automated work tickets		
22	Ability to incorporate Repair and Maintenance schedule and Maintenance Tracking.		
23.	The system should have an ability to alert the Administration Officer on the vehicles that have less than 200 km to reach their mileage		
24.	The system should have capabilities structured in a way that the reorder level should trigger a requisition once its due for service		
25.	Ability to allow for accessibility pre - qualified garages from procurement module and give alerts when LPOs/LSOs are done.		
26.	Ability to update change status once the vehicle is serviced		
D.	Document Management System		
21.	Ability to receive documents through email, scanning hard copy, and register.		
22.	Ability for uploading of digitized files		
23.	Capabilities for system generated classification, indexing, tracing and folioing		
24.	Ability for online folio transfer, distribute document, notify and share with multiple users		
25.	Ability to secure and approve document as per authority levels		
26.	Ability for workflow management		
27.	Ability to appraise, store, record transfer, archive and dispose records		
28.	Ability to search for documents		
29.	Ability to allow set up of retention period and notify the head of registry/archive and the originator of the resource		
30.	Ability for management of files and filing system		
31.	Ability to generate necessary reports		
32.	Ability to create a data base/register of all outbound mails		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
33.	Ability to categorise mode of delivery, hand or postal or courier services		
34.	Enhanced Search Capability		
35.	Document's Life-cycle Management		
36.	Enable Collaboration With Staff Members		
E.	Asset Management- (Property & Equipment)		
37.	Ability to interface with asset register and asset tracking (Ability to transfer and monitor asset movement).		
38.	Ability to monitor insurance status of the assets		
39.	Ability to issue notifications when insurance policies expire, up for renewal		
40.	Ability to interface with Service level agreement/contract management		
41.	Ability to track progress of work from requisitioning to completion and accept progress reports with attachments		
42.	Ability to handle general insurance claims		
43.	Capability to track office space management/usage		
44.	Ability to capture list of staff houses, their respective capacities, rates and status		
45.	Capabilities for online requests of staff houses		
46.	Provide features for the allocation of staff houses to staff		
47.	Ability to integrate with HR module for deductions of house rents, water and electricity on house allocated		
48.	Ability to show expected date of retiring/exiting staff vacating the institutional houses		
49.	Ability to interface with Finance Module to clear house rents, water and electricity once fund transfers are done		
50.	Ability to generate necessary reports (insurance status reports, house tenancy reports, waiting list)		
F.	Meeting Rooms Management		
51.	Ability to maintain a database of all available rooms and their location and status		
52.	Ability to notify administrative staff on booked meeting rooms to facilitate adequate preparation and maintenance during meetings		
53.	Ability to allow for allocation and locking of the room and send alerts/notifications		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
G.	Asset Repairs & Maintenance		
54.	Ability to manage preventive maintenance and service schedules for all serviceable assets.		
55.	Ability to provide repair and maintenance alerts		
56.	Ability to allow online reporting of broken assets/items		
57.	Ability to assign work to the officers responsible for repairs		
58.	Ability to allow for feedback through the system to users upon completion		
H.	Occupational Safety and Health (OSH)		
59.	Ability to maintain Schedules for inspections, OSH audit and related statutory procedures		
60.	Capabilities of tracking of Repair and maintenance of fire equipment		
61.	Capabilities of tracking of First Aid kits/stocking levels/Disaster Management kit		
62.	Ability to interface with existing IPCCTV and any other Access Control security solution		
63.	Ability to allow uploads of fire drill report, photos, work plan etc.		
64.	Ability to send alerts on Certificates renewals, fire equipment servicing etc.		
I.	Access Control/Visitor Management		
65.	Capabilities for online requisition and allocation of office keys		
66.	Capabilities for online reporting of loss office keys		
67.	Capabilities for online registration of visitors on entry (personal details, purpose of the visit, reference office and officer, record of visitor's luggage etc.)		
68.	Ability to check out the visitor		
J.	Management of Outsourced Services		
69.	Ability to upload various Service Level Agreement		
70.	Capabilities for online monitoring on implementation of SLA		
71.	Ability to send alerts when payments are and when the Agreements/contracts are about to end		
72.	Capabilities of uploading work schedules for all outsourced services		
73.	Capabilities of uploading duty roaster for outsourced staff		
K.	Infrastructure Development		
74.	Capabilities to receive user needs for infrastructural development		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
75.	Ability to interface with the budget system and Supply Chain Management for sourcing of a contractor		
76.	Capabilities to upload requisite documents and external approvals		
77.	Capabilities give notification of award to DDA and other concerned offices to aid		
78.	Signing of the contract		
79.	Ability to track progress of projects (from the beginning to the end and give notifications in case of delays		
80.	Ability to maintain schedules for periodic site meetings/Site inspections		
L.	**Management of Security Services**		
81.	The system should allow online reporting of incidences		
82.	The system should allow upload of duty roster for guards with their contacts		
83.	The system should allow uploading of security reports		
84.	The system should allow be able to link with HR on incidents affecting staff that could lead disciplinary		
85.	The system should be able to generate user specific reports		

Table 40: Finance and Accounting Department

No.	Requirement	Bidders Response	Reference Page in the Document
1.	Summary 1. Budget Preparation 2. Payments Processing & Accounts Payable 3. Imprest Management 4. Accounts Receivable/Invoice processing 5. Treasury Management- Receipting 6. Treasury Management- Cheque /EFT processing 7. Cash book Management 8. Bank Reconciliation 9. Chart of Accounts 10. Journals 11. Fixed Assets 12. Financial Reporting 13. The system should have full multi-currency functionalities		

No.	Requirement	Bidders Response	Reference Page in the Document
A.	**Budget Preparation and Forecasting**		
2.	Ability to develop itemized Activity Based Budgeting.		
3.	Ability to manage multiple budgets and forecasts Store Approved annual estimates by vote and department		
4.	Allocate revenue targets and budgeted cost to responsibility/revenue Centres		
5.	Ability to provide periodic (monthly, quarterly and annual) budgets;		
6.	Automate user requirements / proposals (Activity Based Budgets) to the consolidated budget and link the same to the Annual Procurement Plan and users		
7.	Integrate quarterly, six months, nine months and annual budgets with financial statements.		
8.	Automate purchase and authorized expenditure requisitions and link to the budget		
9.	Compute variances in three-dimension format; between Approved budget lines, Committed Budget lines and actual performance as per ledger lines on Monthly, Quarterly, semi-annually and annual basis		
10.	Ability to track and report on variance between budget and commitment & expenditure reports		
11.	Automate notification on budget balances to the user divisions/units.		
12.	Provide for Budget Reallocations and adjustments within budgets approvals- Effect an inter-vote funds transfer Capture supplementary budget		
13.	Put controls to limit over expenditure		
14.	Expected Reports a) Vote holder's statement. b) Vote expenditure summary. c) Vote Balances report. d) Compare actual vs budgetary allocation at any given time.		
15.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
B.	**Payment / Accounts Payable**		
16.	Ability to process payment to Suppliers; Salaries and Allowances; statutory and other payroll deductions; PAYE, NSSF, HELB and NHIF; staff salary advances and staff claims		
17.	Ability to verify payments online, authorise payments online, (**NB; Apply two level authentications**)		

No.	Requirement	Bidders Response	Reference Page in the Document
18.	Ability to Create and categorize suppliers\integrate with details of suppliers created in Supply Chain Management module and employees' details created in the HR		
19.	Ability to offer online services such as: Receive invoices and supporting documents; approved for payment from Supply Chain Management Division as well as HR (Payroll and any other payments)		
20.	Ability to create and maintain supplier payment information: Bank account details Payment details e.g. payment mode, frequency, discounts, penalties, etc. Currency details Tax details e.g. KRA PIN		
21.	Ability to maintain supplier contact details e.g. address/email/mobile number		
22.	Ability to print payment vouchers fully capturing details of payment		
23.	Have a payment handling process with approval workflow and limits		
24.	Ability to support multiple bank accounts. bidder to specify no. of bank accounts the system can support		
25.	Ability to capture payment terms such as payment discount conditions and penalty conditions to all business to be able to make payment decisions that will maximize discounts while minimizing penalties.		
26.	Ability to allocate a supplier invoice to a cost centre and allocate payments to suppliers' invoice.		
27.	Ability to automatically assign voucher numbers.		
28.	Ability to control payments as per the stipulated terms.		
29.	Ability to manage withholding taxes on supplier payments		
30.	Ability to pay suppler invoice in part		
31.	Ability for multiple invoices from a single vendor to be paid on one cheque with supporting detail on cheque stub or remittance advice.		
32.	Ability to hold disputed supplier invoice and payment.		
33.	Ability to void a payment voucher, void and stop payment of cheques.		
34.	Ability to On–line drill down analysis: Full drill down from the invoice to the payments and vice–versa information		
35.	Recovery and accumulation of Retention for settlement		

No.	Requirement	Bidders Response	Reference Page in the Document
36.	Recovery and accumulation of Withholding Tax for settlement		
37.	Ability to integrate or facilitate filling of KRA taxes for staff and suppliers on KRA Platforms		
38.	Ability to link/apply LPO/LSO to payment/ Cash Book		
39.	Ability to maintain supplier accounts statement and generate ageing analysis		
40.	Ability to categorize supplier's levels and track details to ledger accounts		
41.	Ability to post payment transaction to journals/ ledgers		
42.	Ability to generate ageing analysis for the outstanding invoices and payments		
43.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
44.	Payment controls: Vouchers can be paid based upon due date, priority, category, payment type, group vendor or any combination.		
45.	Auto posting of transactions to relevant expenditure ledger line accounts		
46.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
47.	**Ability to generate the following reports:-** a) Accounts payable balances as at a given date b) Creditors ageing summary & detail reports. c) List of capital creditors. d) List of recurrent creditors. e) Supplier Ledger. f) Supplier contact list. g) Payment voucher listings and the status h) Payments on hold report i) Cheque payment register j) List of voided cheques k) List of voided vouchers l) Uncollected cheques list m) Daily Cheque disbursement report.		
C.	**Imprest Management**		
48.	The vendor need to understand there are different types of imprest which have different requirements		
49.	Ability to process Staff imprest requests, Approval, Payment and Surrender of imprest.		
50.	Allow for staff to apply for imprests online		

No.	Requirement	Bidders Response	Reference Page in the Document
51.	Ability to manage imprest requisition through Warrant Form up to remittance of funds to staff		
52.	Online approvals		
53.	Specify the envisaged accounting date		
54.	Ability for imprest holder to file returns for processing together with documents to support the amount spent as well as refund of unutilized funds if any.		
55.	Ability to alert the staff through email/SMS on any unaccounted imprest on the expiry of the allowed time period		
56.	Embedded controls to stop issuance of further imprests to staff with an existing unaccounted imprests		
57.	Ability to notify and transfer the uncounted staff imprest to be deducted on one's salary on expiry of the set time limit		
58.	Any imprest request will be linked to relevant budget, work plan and procurement plan		
59.	Allow for exceptional processing of imprest to officers with CEO approval to hold more than one imprest		
60.	Expected Reports a) Age analysis of unaccounted imprests/ Imprest debtors b) Imprest recovery reports c) Automatically generate payroll recoveries d) Auto-Generate underspent receipts analysis e) Imprest ledger by staff.		
61.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc.		
D.	Account Receivable & Customers Invoice Processing		
62.	Ability to create and categorize customers and other receivables (staff advances, deposits and prepayments)		
63.	Generate customers invoice and make amendments/corrections to an invoice upon approval		
64.	Ability to maintain details of the debtors (contact address/ email/ mobile number/ ID Number of the debtors)		
65.	Ability to generate credit note		
66.	Ability to categorize customer levels and track details to ledger accounts.		
67.	Ability to maintain and generate account statements and generate ageing analysis report		
68.	Allow emailing of invoices/ statements/ receipts to customers		
69.	Ability to support activating and deactivating of accounts with necessary approvals		

No.	Requirement	Bidders Response	Reference Page in the Document
70.	Ability to update invoices on the General Ledger, Customer accounts as per Sub-categories of the Debtor		
71.	Ability to accommodate credit management policy		
72.	Ability to generate reports on receipts on the various categories as defined and reports showing individual payers.		
73.	Allow for printing of a comprehensive customer account statement showing all transactions.		
74.	Ability to detect duplicate customers by comparing the customer's unique details like the PIN.		
75.	Ability to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.		
76.	Ability to send alerts and notifications when accounts receivables are due		
77.	For customers who overpay, the system should be able to: Perform invoice split-matching Allocate the excess amount to the customer's credit account		
78.	Ability to track a customer's credit balance		
79.	Support bad debt provisioning		
80.	Ability to interface with the HR module to allow posting of staff receivable from HR		
81.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
E.	Treasury Management -Receipting		
82.	Support for unlimited number of bank accounts		
83.	Ability to support the following modes of payments: • Bank deposits • Cheques; • EFT or RTGS; • Mpesa • Cash		
84.	Ability to generate receipts on every payment and allocate receipts into various GL accounts		
85.	Ability to issue receipt notification: • Print, • Email, • SMS		
86.	Able to handle other miscellaneous receipts and incomes; Sale of boarded items; Reimbursement of imprest; Salary advance repayment, Interest income Unidentified bank deposits / cheques/mobile money payments; Other income		

No.	Requirement	Bidders Response	Reference Page in the Document
87.	Ability to handle erroneous receipts.		
88.	Ability to process receipts in multiple currencies		
89.	Ability to charge interest on returned (bounced) customer cheques		
90.	Ability to interface with the bank so as to support creation of automatic receipts based on the bank files having customers depositing the cash directly into the corporate account.		
91.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
F.	**Treasury Management- Cheque/EFTs Payment Processing**		
92.	Ability to process EFT/RTGS payments, Cheque payments and cash payments.		
93.	On line drilldown account analysis from various Banks/ Bank Statements all the way to the source transaction in the general-ledger and to migrate information to the Spread Sheets.		
94.	Create alarm features for a pre-determined amount payable at a time in each bank account		
95.	Record transfers between bank accounts		
96.	Allow for automatic reversal of erroneous entry		
97.	Sign cheques online		
98.	Notification of suppliers when cheques are due for collection online.		
99.	Ability to keep cheque disbursement register. Indicate date when cheque is collected, person collecting and his ID number & telephone number etc.		
G.	**Cash Book Management**		
100.	Ability to create and manage multiple cashbooks		
101.	Ability to manage cash and banking activities by providing an automated interface to the EFT/RTGS system and bank should provide the CSV format of the EFT entries		
102.	Handling receipts and payments transactions through cash books		
103.	Enable inter bank account and Mpesa account transfer of funds		
104.	Ability to perform monthly bank reconciliation for the Bank Accounts and Mpesa Account.		
105.	Ability to integrate with Banks and Mpesa Applications		
106.	Ability to import bank statements into the system		
107.	Ability to update unknown debits/credits automatically and provide balances of unknown amounts.		
108.	Ability to perform cash flow management		

No.	Requirement	Bidders Response	Reference Page in the Document
109.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
H.	**Bank Reconciliation**		
110.	Ability to generate cash books automatically		
111.	Ability to post the Cash Book entries to the General Ledger		
112.	The application MUST provide an extension to load bank statements online. The application MUST have acceptance of standard formats for bank statements which are applicable in case of all banking practices and standards		
113.	Flexibility to import transactions from various banks systems		
114.	The following bank details to be captured in full: Bank code Status (active/inactive) Bank name Bank branch Sort code Address Account name Account number Lookup code Transaction details: Transaction limit Transaction reference Comments Transaction type Supplier code Customer code		
115.	The application should automatically create miscellaneous transactions to record bank initiated activities like interest gained, bank charges etc.		
116.	Support bank reconciliations across multiple banks		
117.	The application MUST automatically generate reconciliation accounting entries		
118.	The cash management application MUST be well integrated with payable and receivable system and MUST be having access to verify payable invoices as well as revenue receipts		
119.	The system MUST facilitate online transfer of funds across the bank accounts		
120.	Ability to generate monthly reconciliation statement		
I.	**Chart of Accounts**		

No.	Requirement	Bidders Response	Reference Page in the Document
121.	Ability to define and maintain the structure of the Chart of Accounts		
122.	The Chart of Account must provide for an alpha-numeric, flexible account code structure with a user-defined number of segments and lengths per segment.		
123.	Ability to create customizable charts of accounts and enable ability to edit and Indent		
124.	Changes to the Chart of Accounts must be controlled and require necessary approval or amending be restricted to authorized personnel		
125.	Ability to accommodate more than one company structure		
126.	Ability to maintain budgets at all levels of the Chart of Accounts		
127.	Ability to create/setup GL accounts and deactivate the same without erasing it in its entirety		
128.	Ability to extraction the Chart of Accounts / GL accounts listing		
129.	Allow reclassification of charts of accounts/General Ledger		
J.	Journals		
130.	The system must be able to create and post journal entries		
131.	Allow for correction/reversal of posted journal through an approved workflow process		
132.	When reversing a transaction, ability to perform a Credit/Debit transaction and maintain the previous transaction historically instead of erasing it. However, for rejected journals, the system can cancel the transaction without keeping its record.		
133.	Ability to handle different types of journals e.g. budget journal, general ledger journal, accrual journal, recurring journals etc.		
134.	Ability to maintain a history of full details of all transactions and avail them for printing when required		
135.	Ability to import/upload journal vouchers in batch from a spreadsheet document or text files. There should be workflow for approving such uploads.		
136.	Ability to export journal vouchers in batch to spreadsheet or text file		
137.	Functionality must be present for reversing and copying a journal entry		
138.	Ability to allow the holding of journal entries The system must enable held journals to be viewed and posted		

No.	Requirement	Bidders Response	Reference Page in the Document
139.	Ability to allow one to determine the source of a journal e.g. invoice number, payment voucher number, etc.		
140.	Capability to set up recurring LPOs and journals entries for transactions that are processed in a recurring manner		
141.	Posting to control accounts by end users should only take place via sub-ledgers		
142.	Support journal to be grouped and processed in batches ensuring verification and authorization		
143.	Support processing of taxes (PAYE, Withholding VAT, withholding Tax, Withholding taxes on professional fees and other taxes)		
144.	Require approval of transaction before posting		
145.	Manage recurring transactions. Categorize income and expenses at various levels (grouping, sub-groups)		
146.	Ability to drill down transactions from GL		
147.	Ability to print and/or export GL in various formats e.g. excel		
148.	Capability to Import/export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
K.	**Fixed Assets**		
149.	Ability to maintain a fixed asset register		
150.	Ability to update the assets register with additional assets purchased in each period, disposals, write-off, revaluation, compute depreciation and net book value for each specific asset on quarterly basis.		
151.	create a fixed asset and capture the following fixed asset information: Asset description b. Asset serial number c. Location d. Asset main category e. Asset subcategory f. Department/Cost Center g. Custodian h. Purchase date I. Depreciation start date j. Service start date k. Vendor l. PO reference m. Invoice reference n. Warranty period, e.g. start and end dates o. Original cost p. Salvage value		

No.	Requirement	Bidders Response	Reference Page in the Document
	q. Useful life in month/years r. Bar Code s. Registration Details t. Depreciation/ amortization method		
152.	Ability to flexible reporting functionality that enables one to extract any information above as a report. It should have a report on assets whose book value is zero.		
153.	Ability to perform fixed assets disposal whether full or partial disposal, through a workflow		
154.	Ability to automatically calculate gains / losses on disposal of assets and creating the journal in the GL		
155.	Maintain cost of improvements to existing assets as component of asset value		
156.	Comprehensive search facility based on details captured on the assets		
157.	Automatic capture of fixed asset items into the GL account as assets and not expenses		
158.	Automatic capture of fixed asset identification numbers		
159.	Ability to support various methods of asset acquisition		
160.	Ability to capture work/construction in progress (WIP/CIP) assets and later convert them as normal assets and start depreciating		
161.	Ability to use flexible depreciation and amortization methods and change as required and to vary these over the asset life and support the following depreciation methods: i. Reducing balance ii. Straight-line iii. User defined method of depreciation		
162.	Ability to calculate depreciation based on groups of assets:		
163.	Ability to recalculate depreciation/amortization on asset: Based on a change in value Based on a change in depreciation/ amortization schedule Based on a change in asset life		
164.	Ability to process and post transactions: Depreciation expenses, Cost Adjustments, if any		
165.	Ability to retire assets via different methods: Fully retire Partially retire Retire by units		

No.	Requirement	Bidders Response	Reference Page in the Document
166.	Support asset cycle count facility (prompting the counting and reconciliation of certain classes of assets).		
167.	Ability to generate fixed assets register reports		
168.	Generate asset depreciation register (detail and summary)		
169.	Generate unposted depreciation calculation report before transferring them to GL but after running depreciation in the asset's module		
170.	Ability to maintain a history of changes to fixed assets and be able to track changes		
171.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		
L.	**Financial Statements/Financial Reporting**		
172.	Ability to create Trial Balance (TB) and Detailed Trial Balance		
173.	Ability to generate periodic (Monthly, quarterly and annual) financial statements (Statement of financial performance, Statement of financial position, Statement of changes in Net Assets, Statement of Cash flows –and Statement of Budget versus Actual Expenditure, Notes to the financial statements)		
174.	Ability to Integrate approved budget with financial statements.		
175.	Segment reporting capabilities for both Revenue (in terms Revenue Streams/items, category, Revenue per Regions) and Expenditure on monthly, quarterly, semi-annually and annual basis – Cost Centre Accounting		
176.	Ability to customize reports as per IPSAS Accrual Standards, Treasury prescribed formats and any described format by donors		
177.	Ability to create comparative periodic report – weekly, Monthly and annual (budget against actual, Prior period against actual period)		
178.	Ability to distribute/ send reports through email		
179.	Ability to export transactions or data from/to various formats e.g., MS Excel, Word, PDF, txt, xml and CSV etc		

Table 41: Supply Chain Management

No.	Online System Requirements	Bidders Response	Reference Page in the Document
That are in line with Public Procurement and Asset Disposal Regulation (PPDR) 2020 – regulation 49 – 64 and related sections to ensure that system will integrate well with the National Treasury e-procurement system		
	Summary 1.Procurement planning 2.Registration and Pre-qualification of Suppliers 3.Initiation of Procurement Process-Requisitioning 4.E-Procurement of Goods, Works and Services – Tendering Processes 5.Preparation of LPO/LSO 6.Contract drawing/preparation, monitoring and management 7.Inventory Control, Asset and Stores Management and Distribution Goods/Services Receipts and Inspections Asset Management Stores Management Stock taking 8.Disposal of Assets		
A.	**Procurement Planning**		
1.	The system must allow creation of goods, items, works and consultancy services to guide in procurement planning-allow long text in the Procurement template – Statutory template which may change from time to time;		
2.	The system shall allow categorization of goods/services/works/consultancy and non-consultancy services;		
3.	Allow creation user departments/sections/divisions/regional/sub-centres and donor projects procurement plans in the required format/template in tandem with their approved budgets;		
4.	Ability to generate/create Consolidated procurement plan from the approved users-Departments/Sections/Divisions/Regional Plans into a master/Consolidated procurement plan in the required format/template;		
5.	Ability to allow to drill down to specific quantities of an item per department/section/regions/sub-centres on the approved Consolidated Procurement Plan;		
6.	The system shall not allow procurement of an item/service that is not planned/captured in the approved consolidated procurement plan;		
7.	Capability to allow for Procurement plan review and re-allocation of funds;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
8.	Ability to define an Individual procurement plan that is linked to the specific budget account;		
9.	Ability to analyse current status of consolidated procurement plan on implementation and drill down to department/section/regions/sub-centres and donor projects;		
10.	Ability to allow electronic approval of the Consolidated Procurement plan –Workflows to the Board Level (integrate with the e-board);		
11.	Ability to allow for the Review of departments/divisions/regional/sub-centre and donor funded projects procurement plans and drills up to the consolidated procurement plan;		
12.	The system should be able to sent alerts to users and supply chain management on due procurements to trigger initiations;		
13.	The system shall allow the interfacing with National Treasury e-procurement for submission of the approved procurement plan and any other statutory requirements; and		
14.	Capabilities to support for multiple languages for procurement catalogs.		
	Reports		
15.	The system shall generate yearly/multi-year approved consolidated procurement plan in the approved template/format		
16.	The system shall be able to generate procurement plan allocations to AGPO, PWD's, - a % of the total consolidated procurement.		
17.	The system shall generate consolidated departments/divisions/regional/sub-centre and donor funded projects procurement plans status on quarterly, Half year and yearly basis.		
18.	The system shall provide a report on items not procured in the financial year		
B.	**Registration & Pre-qualification of Suppliers**		
19.	The System should allow for uploading of the application for registration documents and pre-qualification standard tender documents;		
20.	The system must support online supplier portal for registration/pre-qualification of suppliers into various categorise both open and AGPO Groups and uploading the necessary attachments by the applicants;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
21.	The system shall allow evaluation and generate a prequalified/registered list of suppliers;		
22.	The system shall allow posting of approved suppliers in the system;		
23.	The system shall allow notification of the results to the applicants online;		
24.	The system shall allow continuous registration of AGPO registered Groups;		
25.	The system shall capture all the details of suppliers including mandatory and maintain suppliers master data base requirements for registration/prequalification of supplier - Statutory Requirements;		
26.	The system allows registration of suppliers participating in specific tenders;		
27.	The system must be able to create category of goods and services for the suppliers;		
28.	The system should be able to allow registration of suppliers based on unique multiple supplier identification number such as PIN, Internal reference numbers etc up to a maximum of three categories;		
29.	System should capture suppliers with more than one location, the system should be able to capture all the alternate locations of the supplier under one profile (belonging to the supplier);		
30.	The system MUST be able to block the suppliers who have been debarred and unblock upon clearance;		
31.	The system MUST be able to record complaints about the supplier;		
32.	Ability to carry out suppliers performance on parameters such as late deliveries per year, number of LPO that have been awarded to supplier groups such as AGPO amongst others;		
33.	System should keep necessary supplier information such as: 1. Name 2. Supplier code 3. Business Location 4. PIN registration 5. CR 12/13- and Directors 6. Suppler Tax Compliance & Pin No expiry date 7. Business Permit Number- County of issue –Expiry 8. Any other Professional registration 9. Supplier Type-Category of registration 10. Contact persons 11. Email address		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	12. P.O Box Number 13. Default payment currency 14. Default bank account (EFT details) 15. Payment Methods 16. Payment Terms 17. Date		
34.	The system should be able to alert on supplier expiry dates of statutory requirements - KRA, AGPO, NCA etc		
	Reports		
35.	The system shall generate a supplier performance report;		
36.	The system shall generate Price list per supplier report;		
37.	The system shall generate a report on annual registered and prequalified suppliers list;		
38.	The system should maintain Purchases year to Date (YTD) in number and currency per supplier;		
39.	The system MUST support LSO/LPO reporting of supplier performance analysis in a given period e.g. quality defects, delivery performance, cost/price amongst others;		
40.	The system MUST support LSO/LPO reporting of supplier performance in a given period e.g. Price, quality, delivery, rejected items in number and currency amongst others;		
41.	The system MUST support LSO/LPO generation of a report history of bidders who have been given work many times (to promote fairness); and		
42.	The system must be capable to provide quarterly reports to procurement awarded to the various categories of suppliers		
C.	**Initiation of Procurement - Requisitioning- Raising of online requisitions and online approval of requisitions**		
43.	Ability to allow end users to create the various categorization of purchase requisition form/template capturing all details as per the item category format based on the procurement plan;		
44.	The system should allow for attachment of specifications and any other relevant documents to the requisition for works, goods and services-default requirement-except store items;		
45.	The system must be able to allow goods services requisitioned be expensed from approve procurement plan;		
46.	Ability to purchase an item by way of using funds checking from both capital and recurrent budget partially;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
47.	System should send alert/email to the requisitioner, HoD's, and all the approvals in the work flow regarding the request pending for approval;		
48.	The system shall allow for approval of online requisition forms and forwarding to Supply Chain Management – Workflow – allow for comments for more input, or reasons for rejection- comments-default requirement;		
49.	The system must be able to capture all approvals related to the purchase requisitions. These include: Electronic signoff/approvals at the user department level (name, designation, department, Division, date of approval;		
50.	The system must automate the raising of purchase requisition for stocked and non-stock goods, services and works-PR linked to the PLO/LSO/Contract;		
51.	System have facility to check existing vendor valid contract for items on framework agreements and allow for creation of LPO;		
52.	The system should not allow duplication of numbers/serialization of PR;		
53.	The system should have capabilities for Workflow on the approvals depending on the thresholds from the regions should allow for approvals at the Headquarters; and		
54.	Capabilities for a connection between documents such as the Requisition, Quotation, LPO, Contracts, Inspection and Acceptance Certificates, Invoices and GRN Support for e-Procurement (e-tendering/bidding, e-opening,) through an Extranet.		
55.	Ability to allow end users to create the various categorization of purchase requisition form/template capturing all details as per the item category format based on the procurement plan;		
	Reports		
56.	The system shall generate report on requisitions status at a particular time- e.g –the procurement process stage – Evaluation, Items delivered;		
57.	The system shall generate report on approved/rejected requisitions;		
58.	The system shall generate Annual, quarterly and monthly departmental requisition status report;		
59.	The system MUST provide a report on aging of requisitions; and		
60.	Ability to report on cancelled requisitions and pending, finalised and archived.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
D.	**Tendering Processes - Sourcing of goods, works and services**		
61.	Ability to allow receipt of approved requisition;		
62.	Ability to allow the determination of procurement method based on the thresholds;		
63.	The System should be able to provide the various templates/standard tender documents;		
64.	Ability to generate the various Standard tender documents RFQ/ RFP/ONT /DIRECT automatically capturing the reference numbers, opening and closing dates;		
65.	Ability to allow the invitation of registered/pre-qualification suppliers to receive invitation for RFQ's, Restricted Tenders, Directs tenders, RFP's;		
66.	Ability to allow submission of tenders/bids online with security features;		
67.	Ability to recommend appointment and approval of Tender committees - Opening, Evaluation, Contract Implementation Team, Inspection and acceptance committees;		
68.	The system must have an e-tender and e-quotation box-Extranet;		
69.	The system must allow e-opening of bids;		
70.	The system must allow e-evaluation/e-posting of evaluation reports, Professional opinion, tender awards;		
71.	Allow logging in of members of the various committees;		
72.	Ability for the tenderers to register online while submitting tenders;		
73.	Ability to determine how many tenders have been submitted;		
74.	Ability to upload Evaluation forms - Bids issued during purchase requisition should be available during evaluations - capturing the Mandatory criteria, Experience of the Firm, technical evaluation criteria showing minimum score for which the bidder proceeds to the next level;		
75.	Ability to allow for forwarding of regrets and awards letters to suppliers;		
76.	System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bids'details.		
77.	System should support alerts on opening/submission dates, tender validity periods, tender evaluation period – ONT-30days, RFP -14 -21 days may vary;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
78.	The system MUST allow modification of submission dates-extension only;		
79.	The system should have the functionality to manage procurements through the different public procurement methods;		
80.	System to provide a portal for bidders and support access procurement through electronic reverse auction;		
81.	Ability to query on number of RFQ's/ bids issued to a supplier within a certain period and how many of the bids the supplier won; and		
82.	Ability to allow creation of e-procurement file -Linking the codes of individual procurement plan, Bid document number, addendums, Supplier submitted bids, Opening minutes, Evaluation report, Negotiation minutes, Professional Opinion, Award/regrets letters, Contracts/LPO's/LSO's to each purchase requisition(s). – A complete procurement file into e-procurement registry.		
	Reports		
83.	Must generate evaluation reports		
84.	The system MUST be able to generate reports on status of the tendering process e.g. contract being drawn, awarded, evaluating, advertised as per specified periods.		
85.	The system MUST be able to generate reports on a summary of tender awards by procurement method, value, reserved tenders etc.		
86.	Generate report of members of the various committee logging in, including bidders during opening of tenders		
E.	**Preparation of Local Purchase/Service–LPO/LSO.**		
87.	The system shall allow generation of LPO/LSO in the agreed template/form linked with purchase requisition, evaluation report, professional opinion;		
88.	Capabilities to allow all the LSOs/LPOs generated linked to the approved Procurement Plan/budget;		
89.	The system must have a workflow for approval of LPO/LSO;		
90.	Ability to allow upon approval of purchase requisition creation of LPO for Framework contracts;		
91.	The system must allow use of multiple currencies;		
92.	Ability to allow generation of various LPO/LSO to various suppliers from one PR and vice versa;		
93.	The system should be able to print the LPO's/LSO's information with company logo only once as an original copy. The re-print option should indicate duplicate copy;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
94.	Ability to allow automatic emailing of the approved LPO's/LSO's to a supplier(s);		
95.	Ability to record purchase order acknowledgement from vendor when LPO/LSO is sent by email;		
96.	The system should be able to provide for supplementary Purchase Orders and Purchase Requisitions;		
97.	System should be able to support LSOs/LPOs procurement of different services i.e. fixed rate contract service/fixed rate temporary labour/rate based temporary labour;		
98.	Ability of the system to allow for multiple line description per LPO's/LSO's;		
99.	The system should not allow duplicate purchase order numbers; and		
100.	Ability to restrict information that end users should view in the procurement process		
	Reports		
101.	The system shall generate report on weekly, monthly, quarterly and annually for approved LPO's and Payment status;		
102.	The system shall generate report on open orders;		
103.	The system MUST generate alerts on delivery dates to Stores and Procurement sections, for follow-up purposes;		
104.	The system shall generate report on purchase order history- delivered, outstanding, closed, paid etc;		
105.	The system MUST generate reports on overdue supplies, which can be used to follow-up with suppliers for the material to be supplied; and		
106.	The system MUST generate reports on Purchase order commitment for the specified period.		
107.	Generate Statutory reports		
F.	**Contract Drawing/Preparation, Monitoring And Management**		
108.	Ability to allow for creation of contracts in an approved formats/templates and assign privileges for write, modify or read-only to different categories of users and keep records;		
109.	Ability to linking of the contract to the relevant e-procurement file – Award letter, Acknowledgement letter, Professional Opinion, Evaluation report, Opening report, bid document		
110.	Capabilities for efficient Workflows that allow approval of contract by the relevant parties online;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
111.	Ability to track start and end dates of the contract in addition to milestone dates, contract signing dates and other relevant dates;		
112.	System should support the variation of contracts with necessary details and approvals;		
113.	The system should support multiple addresses and contact information for vendors;		
114.	Capabilities to build mechanisms for pricing and service-level agreement flexibility into the contract;		
115.	System to keep a copy of all the different versions of a contract once it has been setup;		
116.	Ability to display the contract status;		
117.	Ability to allow performance evaluation of Suppliers in the agreed template;		
118.	Ability to allow automatic generation and communication of alerts to parties to a contract to pre –determined trigger points such as renewals through emails, dashboard messages among others;		
119.	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;		
120.	Ability to recommend and appoint contract implementation Committee;		
121.	Ability to automatically create a reference No. of the contract;		
122.	Ability to download the draft/approved contract;		
123.	Ability to allow for attachments of Payment certificates; and		
124.	Ability to allow generation of LPO/LSO of approved contracts to enable payments		
	Reports		
125.	Generates implementation and progress report;		
126.	Performance Appraisal Reports; and		
127.	Terminated contracts report		
G.	**Inventory Management**		
i.	**Goods/Services Receipts and Inspections**		
128.	The system must allow for the inspection of goods/services/works in the agreed template and allow for attachments;		
129.	The system allows the recommendation and appointment of the Inspection and Acceptance Committee;		
130.	Ability to allow for the logging in of the Inspection committee;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
131.	The system automates generation of Goods Received Note (GRN) that must be associated / matched / linked to an approved Purchase Order(s);		
132.	The system allows for full or partial receipts against a purchase order or contract;		
133.	The system allows for the receipt of goods, services, works, repaired items, inter stores transfers, etc;		
134.	The system must be able to address situations where the goods have been received but needs to be returned to the supplier and generation of Goods Return Note;		
135.	The system shall capture and verify LPO;		
136.	The system shall allow posting of supplier DN;		
137.	The system shall allow posting of supplier Invoice;		
138.	The system SHOULD have the ability to maintain approved supplier catalogue/lists for inventory items; and		
139.	The system should be able to provide alerts to key stakeholders on attainment of certain Goods Received Note (GRN) status		
ii.	**Asset Management**		
140.	Ability to allow for creation of asset register in the agreed format/template;		
141.	Ability to allow for issuance of the asset to user departs; and		
142.	Ability to allow for transfer of assets		
iii.	**Stores Management:**		
143.	The system MUST allow the definition and maintenance of alpha numeric character codes for items;		
144.	The system should allow creation of templates with predefined set of item attributes;		
145.	The System must capture all product details eg codes, description, unit of issue etc;		
146.	The system MUST allow creation of various inventory types e.g. Consumables, Assets etc;		
147.	The system MUST have an ability to define new item categories and Catalogues based on their characteristics;		
148.	The system allows collecting of item information using barcodes or QR codes during receiving and issuing of items;		
149.	The system shall provide an online GRN; and		
150.	The system shall generate stock order register and bin card.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
iv.	**Stores online Issuance:**		
151.	The system allows users to request for stores items online and issuance of goods and assets and collecting of the data using barcodes/QR Codes, inter stores transfers, etc;		
152.	Workflow: the system should allow approval of issuance of all stores or assets;		
153.	The system automates generation of Goods Issue Note that must be associated / matched with a stores requisition note;		
154.	The system allows for full or partial issues/receipts against a stores requisition note or contract;		
155.	System should allow for creation and maintenance of approved items price lists;		
156.	System should allow for creation and maintenance of supplier items catalogues;		
157.	System should allow for creation of an internal Catalogue for all items /Services;		
158.	The system allows for the delivery of goods to a specific store(s);		
159.	The system must allow for the generation of: stores issue notes stores receipt notes goods in transit notes proof of delivery notes		
160.	The system has the functionality that allows different movements of stock items from one store location to another store;		
161.	The system shall allow prints out of documents where applicable;		
162.	The system must be able to identify idle stock- aging, slow moving items;		
163.	Ability to allow for re-order replenishment level, etc.		
v.	**Inventory Maintenance**		
164.	The system must embed a workflow for the receipt/rejection of inventory (including related procurement and stores movements) and capture approvals, comments and documentation associated with this process/task and updating of the inventory data;		
165.	Capability for automatic updating of inventory levels and balances after issuance/reception of inventory (stocked items and services);		
166.	Capability to undertake valuation of stock: The following options must be available for calculating the unit cost of a good in the store:		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Last In First Out (LIFO) First in First Out (FIFO) Simple average Weighted average		
167.	Ability to allow the receiving of inventory both at once and partially;		
168.	Ability to maintain a central access-controlled items master database;		
169.	The system must give alerts and notifications when stocks are at the re-order level and on expiry dates;		
170.	Capability to embed a workflow for the disposal of items (fixed assets and store items) and capture approvals, comments and documentation associated with this process/task and updating of the information in the fixed asset register or inventory;		
171.	Ability to support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.;		
172.	Capability for automatic generation of disposal codes;		
173.	Ability to support the setup of re-order replenishment levels;		
174.	Ability to quickly determine actual and projected item availability, overstock situations, replenishment requirements; and		
175.	Ability to define costing methods for inventory.		
vi.	Stock Taking		
176.	The system should be able to generate a stock take count lists;		
177.	Ability to allow the manual stock verification stock counts capture by the system, reconcile the physical count against the system count and produce a variance report		
178.	The system should allow for the different actions to be carried out to address the identified variances (e.g. adjustments of the system values, or capture of missing store movements, etc);		
179.	The system should allow for approval of the stock take through a workflow process;		
180.	The system should have the ability to stop, complete, approve/cancel, and/or suspend the movement freeze the stock movements during the period of stock take;		
181.	The system should allow for scheduled stock takes alerts		
182.	The system should have the ability to set up an ad hoc Stock take and Physical Verification Committee;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
183.	The system should have the ability to set up access rights to the ad hoc stock take and Physical Verification Committee for only the duration of the stock take;		
184.	The system should have the ability to carry out the stock take for a particular store;		
185.	The system should have the ability to generate all standard reports with respect to stock takes;		
186.	The system should allow for capture of stock take notes/observations to accompany the physical counts;		
187.	The system must be capable of carrying out stock valuation;		
188.	Capability to monitor Inventory Management performance with KPIs, standard reports, and ad hoc reports.		
	Reports		
189.	Stock take reports-		
190.	Stock valuation reports		
191.	Stock Analysis Report		
192.	Stock Ledger report		
193.	Generate Inspection and acceptance report		
vii.	**Disposal of Assets**		
194.	Ability to allow for the creation of departments/sections/regions disposal plans in the format/templates approved;		
195.	Ability to allow for creation of consolidated disposal plan from the approved users- Departments/Sections/Divisions/Regional Plans into a master/Consolidated disposal plan in the required format/template;		
196.	Ability to trace the assets, stores for disposal in terms of date of purchase, initial purchase cost, date issued;		
197.	Ability to generate alerts to user departments to submit their annual disposal plans 30 days before the end of financial year for consolidation;		
198.	Ability to allow the various deposal methods online- e-disposal - the process of disposal of items capturing all details such as the technical evaluation reports, disposal committee reports, invitations for bidders, submission of bids, evaluations of bids, awards online –extranet;		
199.	Ability to allow for registration of bidders online;		
200.	Allow for notification of results online		
201.	Ability to recommend and appointment the Disposal Committee members online;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
202.	Ability to allow approval of disposal process-Workflows; and		
203.	Ability to link with the Asset management and updating after disposal.		
	Reports		
204.	The system shall generate the Department/Regional Disposal plans		
205.	The system shall generate yearly Consolidated approved Disposal plans.		
206.	The system shall generate Annual and Quarterly disposal plan Status report		
207.	The system shall provide a report on List of items earmarked for disposal with the reserve price		
208.	The system shall maintain the list of items disposed and their disposal methods, period and dates, including the firm/person disposed to.		

Table 42: Research and Development

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Summary of the Processes		
1.	Problem Identification for Research/or Development		
2.	Concept Note Development		
3.	Research Proposal Development		
4.	Biometrics, GIS and Remote Sensing in Research and Development		
5.	Pre-Consultative Research Advisory Committees (Pre-CRACs) and CRACs		
6.	Pre-Consultative and Consultative Meeting		
7.	Project Implementation Plans (PIPs), Quarterly Work Plans, Budget and Research Protocols		
8.	Schedule for Release of Funds and Performance Contracting		
9.	Data Collection Tools and Experimental Sites		
10.	Imprest Application for Implementation of Research Activities		
11.	Quarterly Reporting / Annual Reporting		
12.	Monitoring and Evaluation		
13.	Production of Knowledge Products		
14.	Externally Reviewed Knowledge Products		
15.	Sharing of Scientific Information		
16.	Knowledge Management and Transfer		
17.	Partnership and Linkages for R&D		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
18.	External Resource Mobilization		
19.	Seed Collection, Processing and Dispatch		
20.	Seed Testing		
21.	Provision of laboratory Services for Internal Research Projects		
22.	Provision of laboratory Service for external clients		
23.	Tree Seedlings Production		
A.	**Problem Identification for Research/or Development**		
1.	The system must allow online submission of issues		
2.	The system should incorporate tools to allow for analysis, shortlisting and		
3.	The System must allow seamless sharing of information among scientists		
4.	The system should allow online approvals and collaborative development of documents with versions controls		
5.	System should allow online simultaneous review of the document developed by team of scientists		
6.	System should capture online audit trails among the contributors of research problem		
7.	The system should allow online allocation of scientists to review submissions (Individual or working groups);		
8.	The system should allow online categorization of submissions as per thematic areas or research objectives		
9.	The system should have online query functionality with deep search		
10.	The system should allow online setting up of timelines and provide prompts		
11.	The system should allow online summary, detailed and custom reports of submissions		
B.	**Concept Note Development**		
12.	The system should allow online calls for CN development		
13.	The system should allow online collaborative development of documents with versions controls		
14.	The system should allow online definition of workflows during the life-cycle of the CN process		
15.	The system should allow online setting up of working teams/groups including review committees		
16.	The system should allow online setting up of timelines and provide prompts/notifications		
17.	The system should allow online summary, detailed and custom reports of submissions		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
18.	The system should allow online categorization of CN as per thematic areas or research objectives		
19.	The system should allow online approvals of CN development at different		
20.	The system should do analysis and generate report on CN submitted, reviewed and approved for proposal development in each thematic area across each eco-regional research programmes by respective team of scientists.		
C.	Research Proposal Development		
21.	The system should notify PI/RS to make available approved CN online;		
22.	The system should group CN (s) online into draft research proposal and submit to DRD for those at the Eco-region and to DD if HQ		
23.	The system should implement the necessary approval workflow processes with necessary alerts and notification to applicable people at each level online		
24.	The system must allow PIs/RSs to amend proposal online where improvements are requested and notify them online through reminders		
25.	The system should be able to show online recommended/endorsed proposals for Pre-CRAC and CRAC		
26.	The system should allow online collaborations within set working groups		
27.	The system should do analysis and generate report on proposals submitted, reviewed and approved in each Thematic area across each eco-regional research programmes by respective team of scientists		
D.	Biometrics, Geographical Information System (GIS) and Remote Sensing (RS) in Research and Development		
28.	The system should notify BGIS&RS on draft concept notes and research proposals uploaded for improvement on study objectives, research questions, hypothesis and methodology, GIS and RS applications and enable assignment of relevant staff to improve the draft concept notes and subsequent transmission to the respective drafters (Work flow		
29.	Ability of the system to enable setting up of working groups;		
30.	The system should allow BGIS&RS to be part of the concept notes and research proposal development cycle and generate report on areas of intervention to		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	respective drafters through the Deputy Director Forestry Research Support Services and Senior Deputy Director Research and Development		
31.	The system should allow BGIS&RS access of reports on proposals submitted, reviewed and approved in each Thematic area across each eco-regional research programmes by respective team of scientists		
32.	The system should be able to generate online alerts to HBGIS&RS on decisions of research proposal after consultative meeting to enable improvement and modification of annual work plan and budget		
33.	Ability to generate work plans, project implementation plans and budget for Biometrics and GIS/RS Section		
34.	Ability to set work flows in line with approved projects for implementation and biometrical support on data management, analysis, reporting and production of knowledge products		
35.	Capability to interface data analysis plans with approved research project activities from different Thematic Areas and track the level of implementation for effective guidance by Biometrics and GIS/RS staff (Linked to Project Management Module)		
36.	Ability to track and report on progress of research protocol implementation		
37.	Capability to interface research project activities, meta data and research data portal		
38.	Ability to monitor and report on Biometrics and GIS/RS activities		
39.	Ability to connect to online Training and provide trainings and refresher courses to scientists and technical support staff on Biometrics and GIS/RS		
40.	Capability to link with KEFRI Forestry Graduate School in mentorship and coaching programme as well as technical backstopping		
41.	Capability to interface with partnership and resource mobilization module for fundraising		
42.	Ability to track renewal of statistical software licenses for scientific data analysis and reporting through configuration management module in ICT		
E.	Pre-Consultative Research Advisory Committees (Pre-CRACs) and CRACs		
43.	The system should allow SDDR&D to enter dates on a calendar for committees and send invitations for Pre-CRACs and CRACs members and RD/DRD for preparation		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
44.	The system must allow online uploading of reports/minutes of each meeting		
45.	The system must notify PI/RS about the recommendations of Pre-CRAC and CRAC meeting for them to refine and submit research proposal		
46.	The system should allow online consolidation and analysis all proposal from all Eco-Regional Research Programmes ahead of the Pre-Consultative and Consultative meetings at HQ		
47.	The system should be able to generate online alerts to research scientists on decisions of research proposal		
F.	**Pre-Consultative and Consultative**		
48.	The system must allow online setting up of meeting and calendar invitations and reminders		
49.	The system should provide online list of research proposal to be presented during at Consultative Meeting (CM);		
50.	The system should produce reports online for SDDRD to share with RD/DD on presented research proposal, budget and work plan during CM;		
51.	The system should allow PI/RS to amend Proposals online where applicable and submit to RD/DD of research project activities, work plans and budget of endorsed research projects during CM		
52.	The system must provide online feedback to scientists on implementation of research projects		
53.	The system must provide online alerts to concerned persons to ensure conformance with set timelines		
54.	The system must allow online preparation and reference to budget and work plans during the meeting		
55.	The system must allow online harmonization of research project activities, work plans and budgets at thematic and SDDR&D levels		
56.	The system should allow online set up of work flows in line with research and development needs		
G.	**Project Implementation Plans (PIPs), Quarterly Work Plans, Budget and Research Protocols**		
57.	The system should allow SDDR&D to enter dates on a calendar for committees and send invitations for Pre-CRACs and CRACs members and RD/DRD for preparation		
58.	The system must allow online uploading of reports per meeting		
59.	The system must notify PI/RS about the		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	recommendations of Pre-CRAC and CRAC meeting for them to refine and submit research proposal		
60.	The system should allow online consolidation and analysis all proposal from all Eco-Regional Research Programmes ahead of the Pre-Consultative and Consultative meetings at HQ		
61.	The system should be able to generate online alerts to research scientists on decisions of research proposal		
H.	**Pre-Consultative and Consultative Meeting**		
62.	The system must allow online setting up of meeting and calendar invitations and reminders		
63.	The system should provide online list of research proposal to be presented during at Consultative Meeting (CM		
64.	The system should produce online reports for SDDRD to share with RD/DD on presented research proposal, budget and work plan during CM;		
65.	The system should allow PI/RS to amend Proposals online where applicable and submit to RD/DD of research project activities, work plans and budget of endorsed research projects during CM		
66.	The system must provide online feedback to scientists on implementation of research projects		
67.	The system must provide online alerts to concerned persons to ensure conformance with set timelines		
68.	The system must allow online preparation and reference to budget and work plans during the meeting		
69.	The system must allow online harmonization of research project activities, work plans and budgets at thematic and SDDR&D levels		
70.	The system should allow online set up of work flows in line with research and development needs		
I.	**Project Implementation Plans (PIPs), Quarterly Work Plans, Budget and Research Protocols**		
71.	The system must allow PIs/RSs to prepare and submit PIPs, quarterly work plans, budget, resources and protocols within set timelines online		
72.	The system must allow online updating of PIPs and the same communicated to DD		
73.	The system should allow online analysis and reports (graphical, traffic light status) on the work plans, budgets and protocols as per defined criteria;		
74.	The system should allow online integration with the project management module		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
75.	Access to work plans should be on user defined basis		
J.	**Schedule for Release of Funds and Performance Contracting**		
76.	The system must allow SDDRD to prepare an online schedule on release of funds for R&D and allow relevant approvals by the Director		
77.	The system must allow SDDRD to share online approved schedule of release of funds to PI and RS		
78.	The system must facilitate preparation and signing of performance contract with PIs, RS and technical teams implementing research projects		
79.	The system should be able to generate signed PC and online updates on outstanding ones		
80.	The system should be able to allow online tracking on progress of PC implementation and reporting		
K.	**Data Collection Tools and Experimental Sites**		
81.	The system must allow PI/RS to design/develop and review data collection tools/templates/spreadsheet for experiments, surveys and action/qualitative research online		
82.	The system should allow online requisition for laboratory space/or glass house/or field site for experimentation		
83.	The system must facilitate necessary approvals and allocation of the resources requisitioned online		
84.	System should have capability to integrate with ODK and research data portal online		
85.	System should be able to link with meta data online using key identifier/field of research projects being implemented with appropriate user rights for downloads and audit trails.		
L.	**Imprest Application for Implementation of Research Activities**		
86.	The system must support raising and retiring of imprest online and perform necessary checks and approvals for implementation of research activities; and		
87.	The system must facilitate creation and updates online where necessary of back to office report and a link to the data on ODK platform		
M.	**Quarterly Reporting / Annual Reporting**		
88.	The system must prompt PIs/RSs to prepare and submit reports online		
89.	The system must allow for review and approval of submitted reports and provide feedback from reviewers and approvers online		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
90.	The system should allow for analysis and harmonization of reports and submit online		
91.	The system must implement the reports workflow.		
N.	Monitoring and Evaluation		
92.	The system should allow development and capture of M&E evaluation framework online		
93.	The System should have online capabilities to integrate with planning, monitoring, evaluation and reporting of project activities in line with results-based management system		
94.	The system should allow online capture and implementation of M&E recommendations		
95.	The system should allow for recording of actions done as per recommendations and reported online		
96.	The system should allow online analysis of M&E activities and reporting		
97.	System should enable online configuration of the key performance indicators (KPI) to monitor processes, activities, deliverables and outputs		
98.	System should integrate with analytical tool to assist in production of M&E reports online		
99.	System should have a report generation tool to allow for dashboard and generation of adhoc reports		
100.	System should be able to integrate online feedback mechanisms (Business Intelligence Tools-BIT)		
O.	Production of Knowledge Products		
101.	The system must support online workflow for creation and management of new products and forest technologies, innovations and patents		
102.	The system should support online receiving of feedback on knowledge products and notifications to the necessary authors and users		
103.	The system should integrate with KEFRI website for publishing on approved knowledge products online		
104.	The system should integrate with the EDMS for knowledge management		
105.	The system should have database capabilities and status of key research and development equipment and their locations		
P.	Externally Reviewed Knowledge Products		
106.	The system should allow online identification and development knowledge product(s) of choice and those set by institutional PC		
107.	System should have online capabilities for reporting on		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	knowledge products submitted to the journal/publisher of choice as per KEFRI targets and database of peer refereed scientific journals/publishers		
108.	The system should allow author to provide online updates on the status such as manuscript under review, accepted with major/minor revisions, proof reading, in press, published or rejected		
109.	The system should allow online submission of published KP to Head of KM for uploading to KEFRI Website and wider dissemination.		
Q.	Sharing of Scientific Information		
110.	The system should be able to maintain online log of identified topics and areas of research for information dissemination		
111.	The system must be able to maintain an online log of all materials and resources identified for a specific topic/area of research; and		
112.	The system must maintain an updated online record of all disseminated materials through various dissemination channels		
113.	The system should allow for receiving and analysis of feedback online after information is disseminated		
R.	Knowledge Management and Transfer		
114.	The system should be able to maintain an online log of identified disciplines for tacit and explicit knowledge capture		
115.	The system should enable in design methods/mechanism of continuous knowledge capture and transfer for targeted staff online		
116.	The system should have capability to easily disseminate knowledge of interest online; and		
117.	The system should allow for capturing of mentorship and coaching program for scientific and technical staff.		
S.	Partnership and Linkages for R&D		
118.	The system should be able to maintain an online database of potential development partners with defined areas for strategic partnership		
119.	The system should have capabilities to support online preparation of concepts facilitate approvals by Director/Senior Deputy Director Research and Development		
120.	The system should support assignment of implementation committees for the signed frameworks online		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
121.	The system should capture details in online platform about projects implemented jointly under the partnerships and provide analysis as required		
122.	The system must capture details on periodic review on implementation of collaborative framework in an online platform		
T.	**External Resource Mobilization**		
123.	The system should maintain an online database of all potential donors for funding of research and development projects		
124.	The system should maintain an online list of identified and prioritized areas for funding		
125.	The system should maintain an online profile for each donor;		
126.	The system should maintain dates for calls for CN and proposals with online prompts		
127.	The system should link donor funded concepts and proposals in an online platform		
128.	The system should capture details of review process of the proposal by donors online		
129.	The system should capture implementation details for research projects as per approved work plans and budget and provide analysis as required online		
130.	The system should allow production and dissemination of knowledge products online		
131.	The system should generate a report of donor funding trend.		
U.	**Seed Collection, Processing and Dispatch**		
132.	The system must allow for setting of seed collection targets and approval of workflow online		
133.	The system should allow for signing of performance contract online;		
134.	The system must allow for preparation of quarterly work plans and budgets and submission online		
135.	The system must support online raising and retiring of imprest for seed collection		
136.	The system should allow an online entry and reporting of seed processing details such as extraction, cleaning, drying, monitoring of moisture content, seed cutting test, fresh and dry weight		
137.	The system should keep an online inventory on stock of seed collected and processed across Eco-regional Research Programmes		
138.	The system should capabilities to generate reports and		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	analysis on targets set online.		
139.	The system should be capable capture various advisory services in tree seed such as certification		
140.	The system should have capabilities to generate reports on the impacts of seedling production to various stakeholders		
V.	Seed Testing		
141.	The system should allow online logging of details of seeds dispatched based on dispatch form for testing		
142.	The system should capture details of seed analyst reports and allow for verification workflow before distribution and selling		
W.	Provision of laboratory Services for Internal Research Projects		
143.	The system should keep an online inventory of what the scientists need in the lab for undertaking experiments/tests		
144.	The system should allow an online requisitions of lab items;		
145.	The system should integrate with procurement to allow for online sourcing of lab requirements		
146.	The system should be able to give an online notification at the earliest time for collection of the items requested for experiments/tests		
147.	The system should provide an online update of lab inventory once items have been issued.		
X.	Provision of Laboratory Services for External Customers		
148.	The system should provide for online requests for service from the external customers with relevant prerequisite documents		
149.	The system should allow for communication with the customer on services that can be provided in tandem with KEFRI laboratory capacity		
150.	The system should generate invoice and receipts for the services requested/payments made by the customer online		
151.	The system should be able to support different payment modes used by the customer online		
152.	The system should be able to support online processing workflow once the lab receives customer's samples		
153.	The system should allow online notification to the customer once results are out		
Y.	Tree Seedlings Production		
154.	The system must maintain annual seedlings production targets with necessary approvals online		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
155.	The system should allow applicable staff to set the seedling production targets, needs, work plan and budgets and requisite approvals online		
156.	The system should allow for performance contract signing and monitoring of the targets online		
157.	The system should raise seed request and capture necessary approvals online		
158.	The system should allow for payment of seeds supplied online		
159.	The system should capture sales information for seedlings online		
160.	The system should maintain an online inventory of all seedlings, with all required data (location, species, etc.)		
161.	The system should be able to recognize advance booking and payment online		
162.	The system should be capable capture various advisory services in tree nursery such certification		
163.	The system should have capabilities to generate reports on the impacts of tree nursery production to various stakeholders		

Table 43: Enterprise Unit

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary			
1.	Conference Facilities		
2.	Hire of Ground		
3.	Catering Services		
4.	Sale of Seeds		
5.	Seedlings		
6.	Karura Products		
7.	E- Commerce Module		
A.	**Conferences, Accommodation and Ground Facilities**		
1.	The system should allow customers to request online		
2.	Capabilities for online applicants to view the available facilities/rooms, their capacity and rates		
3.	The system should allow online approvals and allocation of the facilities		
4.	Once allocated, the system should send alerts to the customer and also lock the facility until conference is over		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
5.	System should allow customers to make commitment fee online		
6.	The system should allow customers to request for customized conference extras at additional cost.		
7.	Ability to allow for categorization of conference & accommodation facilities (location and the carrying capacity)		
8.	Ability to allow customers make changes within a stipulated time.		
9.	Ability to allow online cancellation but with conditions depending on the time of cancellation		
10.	Ability to send alerts to customers upon approval of booking and payment for the facility		
11.	Ability to automatically check out visitors and free facilities once the services has been offered		
12.	The system should allow for guest transfers from one facility/room to another		
13.	The system should be able to print miscellaneous receipts at the point of sale		
B.	Catering Services		
14.	The system should allow customers to make orders online		
15.	Ability to allow customers view the available menu and the prices		
16.	The system should allow customers to requests for services outside the available menu		
17.	The system should allow online approvals		
18.	System should allow customers to make down payment-commitment fee		
19.	Ability to allow for categorization of buffet facilities and rates		
20.	Ability to allow customers make changes within a stipulated time.		
21.	Ability to allow online cancellation but with conditions depending on the time of cancellation		
22.	Ability to produce invoices and pro forma invoices to customers		
23.	Ability to send alerts to customers upon approval of booking and payment for the facility		
24.	Ability to generate user report (bookings received, bookings honored and not honored)		
	Research Products (Tree Seed, Seedlings, Wood and Non-Wood Products)		
25.	The system should allow customers to request products online		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
26.	Online requesters should be able to view the available products online		
27.	The system should allow online approvals		
28.	Once approved, the system should send alerts to the customer and also lock the products		
29.	The system should allow customers to request for customized products, provide specifications and upload photos for wood and non-wood products		
30.	System should allow customers to make commitment fee on requests for customized products for wood and non-wood products		
31.	Ability to allow for categorization of products i.e. Classification of products as per the income generating activities		
32.	Ability to allow customers make changes within a stipulated time.		
33.	System should allow online cancellation but with conditions depending on the time of cancellation		
34.	Ability to track stock levels		
	Ability to adjust stock levels after stocktaking		
35.	Ability to send alerts to customers upon approval of orders and payment for the products		
36.	The system should be able to print miscellaneous receipts at the point of sale		
37.	The system should be able to generate delivery notes and gate pass		
	General Requirements		
38.	System should allow customers to view payment modes and details		
39.	Ability to capture products and services		
40.	Ability to create and update price list		
41.	Ability to use credit and debit memos		
42.	Ability to generate invoices and pro forma invoices to customers		
43.	Ability to create customers and maintain necessary details		
44.	Ability to integrate with ETR machine		
45.	Capabilities on workflow management		
46.	The system should be able to send an alert to customers when the debts become due for payment via email, SMS		
47.	In case products requested are not available, the system should be able to notify customers when products become available		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
48.	Ability to integrate with Supplies Chain and Finance Division module		
49.	Ability to generate receipts on every payment and allocate to specific revenue generating activity		
50.	Ability to trail all transactions done on the system		
51.	Ability to accommodate credit policy and any other policy that affect internally generated revenue.		
52.	Illustrate the ability to handle erroneous receipts		
53.	Ability to allow customers to give feedback on their experience during the provision of goods and services		
54.	Ability to generate revenue collection reports with the following conditions a) Per item b) Per species etc.		
55.	Ability to produce adhoc reports		
56.	Ability to generate the following reports Daily revenue reports Inventory reports by stock and value Ability to report on fast moving items. Income & Expenditure Outstanding debts.		

Table 44: Corporate Affairs and Quality Assurance

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary			
1.	Complaints		
2.	Branding		
3.	Corporate Social Responsibility		
4.	Feedback		
5.	Development and signing of Performance Contract		
6.	Integrated Management Systems (IMS) Internal Audit		
7.	Strategic Planning and Interpretation		
A.	Complaints		
1.	The system should trigger notifications to the respective Divisions, centres or sub-centres when a complaint is captured concerning them		
2.	Ability to receive and process corporate complaints		
3.	Capability to accept complaint from various methods e.g. letters, email, suggestion box, verbal, website and social media platforms		
4.	Ability to keep a record of all complaints in a financial		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	year		
5.	Ability to send alert to members of staff participating complaints committee members online		
6.	Ability to track complaints and give a status		
7.	Ability to upload, edit and share complaints resolution report		
8.	Ability to issue reminder alerts on complaints not yet resolved		
9.	Ability to allow notification to be sent to the complainer/ complimentor		
10.	Capability to have and allow access to complaints form, compliments feedback form		
11.	Ability to give rights to the Complaints committee		
12.	Capability to integrate with the CAJ system to facilitate submission of reports		
13.	Capability to allow concerned parties access to the complaints resolution register		
14.	Ability to generate report complaints quarterly and annually.		
15.	Ability to compile all institutional complaints and drill down to regions and departments		
B	Branding		
16.	Ability to allow receipt of branding requests from departments and submit feedback on the requests		
17.	Capability to link with all branding budgets for coordination and utilisation by CAQA in order to ensure quality assurance.		
18.	Ability to allow for approval to be done online		
19.	Capability to allow only budgeted branding requests		
20.	Ability to interface with Supplies module for Purchase requisition to be raised		
21.	Capability to interface with admin module and give alerts for rebranding requests		
22.	Ability to interface with inventory so as to show branded items in stock.		
23.	Ability to update on already branded items against the set target		
24.	Capability to assign branding activities to respective Communication officers		
25.	Ability to allow confirmation of branding activity as requested.		
C	CSR		
26.	Ability to accept CSR request from centres, sub-centres and stakeholders.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
27.	Ability to allow for approval to be done online		
28.	Ability to communicate feedback on CSR requests		
29.	Capability to be linked with SCM Module and accounts module in case a PR or Imprest is to be raised.		
30.	Ability to show status of the CSR request.		
31.	Ability to monitor utilization of funds allocated to CSR activities		
32.	Capability to support assignment of CSR to respective communication Officers		
33.	Module should have a report that shows all CSR reports for the institute and drill down to individual regions. It should also show rejected and approved CSR requests for a financial year.		
D	Feedback		
34.	Ability to compile feedback forms from different regions into one.		
35.	Ability to allow for creation of reports on the feedback provided		
36.	Capability to have customized feedback forms to suit respective departments and regions as per the services offered		
37.	Ability to analyze on the different feedback		
38.	Ability to allow customers and stakeholders to be able to give their feedback		
39.	Ability to compile all feedback into a report for the whole institution and drill down to different regions, centres and sub-centres.		
40.	Ability allow submission of feedback reports to action department for their action and allow submission of feedback on action taken		
E.	Development and Signing of Performance Contract		
41.	Ability to support the entire process leading to PC approval;		
42.	Capability to integrate with the Public Service PC portal for quarterly and annual PC reporting;		
43.	Ability to allow limited access for all staff of the PC depending on their functional area e.g HR, R&D, finance etc.		
44.	Ability to allow full access for all staff in the quality assurance department and PC secretariat of the entire PC;		
45.	Ability to allow submission of PC evidences and reports;		
46.	Ability to allow electronic endorsement (online		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	signing);		
47.	Ability to develop work plans and allow access of work plan and PC templates to all staff		
48.	Ability to generate notification or prompt staff to submit PC reports on a quarterly and annually every FY;		
49.	Capability to integrate with the E-board;		
50.	Ability to monitor achievements of targets and send notifications to respective responsible parties on target on targets that remain un-achieved;		
51.	Ability to evaluate PC reports online; and		
52.	Capability to compile all reports into one.		
F.	Integrated Management Systems (IMS) internal audit		
53.	Ability to generate audit reports;		
54.	Ability to send generate and send alerts/notifications to all respective officers involved in the audit the relevant information e.g audit schedule, audit notification etc;		
55.	Capability to flag any major non-conformity and non-implementation of any corrective action;		
56.	Ability to avail corrective action request form in the system;		
57.	Ability for users to report progress on audit team recommendations and submit reports on the same on the module;		
58.	Ability for Corrective action plan to be done online within the given time frame;		
59.	Capability to avail the documents needed for the audit process and allow access of the same such as Audit checklist, attendance register, audit meeting agenda, audit basis, audit notification, legal requirements evaluation form etc;		
60.	Ability to send alerts and emails on audit to be done;		
61.	Capability to have templates for reports; and		
62.	The system should enable the appointment of audit teams and auditees and send notification to members of the audit teams and auditees on their nominations.		
G.	Strategic Planning and Implementation		
63.	Ability to provide historical perspective of forestry research		
64.	Ability to provide an overview of KEFRI		
65.	Capability to generate major achievements of KEFRI		
66.	Capability to allow development and management of the strategic plan online		
67.	Capability to monitor and report on Implementation of		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	strategic plan		
68.	Ability to evaluate the performance and review of the strategic plan		
69.	Ability to generate necessary reports both for the institute and drill down to the eco-regions		
70.	Ability to allow Stakeholder analysis		
71.	Capability to analyze challenges experienced within the scope of implementation		
72.	Capability to generate lessons learnt during the implementation scope		

Table 45: Knowledge Management

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary 1. Acquisition of Knowledge process 2. Contribute to existing topic process 3. KM Unit initiated knowledge sharing opportunities 4. User initiated knowledge sharing opportunities 5. Data/Information/Knowledge Needs and Gaps Analysis 6. User assistance 7. Tacit Knowledge management sharing opportunities initiated by Head of KM 8. Tacit Knowledge management sharing opportunities initiated by User 9. Data/information/knowledge Needs and Gaps Analysis			
A.	General		
1.	The system should be linked to the Enterprise Document Management System (EDMS) module;		
2.	The system should allow creation/submission of new data/information/ knowledge;		
3.	The system should allow updating of existing data/information/knowledge with revision controls;		
4.	The system should allow customization of templates as per data/information/ knowledge needs;		
5.	The system should allow full text search (title, user, full text, regional centre, thematic area etc.);		
6.	The system should allow collaboration development of knowledge products and services;		
7.	The system should allow access rights settings per knowledge products and services in terms of view and edit;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
8.	The system should allow approval settings for viewing/publishing;		
9.	The system should allow capture of user assistance requests through the help desk (ICT);		
10.	The system should allow queries with deep search; and		
11.	The system should have version controls		
12.	The system should allow uploading and downloading of multimedia content		
13.	The system should have user analytic capabilities (usage statistics		
B	Tacit Knowledge management- Knowledge Sharing Opportunities Initiated By KM		
14.	The system should allow development and planning for knowledge sharing activities (Budget and Workplan templates);		
15.	The system should allow data capture through meetings, interviews schedules, questionnaires etc; and		
16.	The system should allow development, documentation and dissemination of success stories, lessons learnt and good practices.		
C	Tacit Knowledge Management- Knowledge Sharing Opportunities Initiated By User		
17.	The system should allow users to request for facilitation of an activity to KM Officer		
18.	The system should allow activity evaluation with feedback		
19.	The system should allow planning details about an activity		
20.	The system should allow development, documentation and dissemination of success stories, lessons learnt and good practices		
D	Data/information/knowledge Needs and Gaps Analysis		
21.	The system should allow development of data elicitation tools		
22.	The system should allow review and analysis of the previous needs and gaps analysis reports		
23.	The system should allow sharing of data collection tools		
24.	The system should allow staff to respond to the data collection tools		
25.	The system should allow collaborations		
26.	The system should allow capture (uploading or filling in) of reports		

Table 46: Library E-Library

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary			
1.	Library collection development process		
2.	Library user services		
3.	Selective dissemination of information (SDI) process		
4.	Information literature search services		
5.	Information literacy/training services		
6.	Library digitization services		
7.	Library space management readers' service		
8.	E-Library services		
9.	The system should recognise resource location;		
10.	The system should have an online library platform (e-library);		
11.	The system should authenticate registered users using the HR module;		
12.	The system should capture usage statistics for services and generate reports		
13.	The system should allow implementation of and provide for future customization of process and user category policies;		
14.	System should provide process data export avenues for backup and restoration purposes in standard file formats such as csv, xls, html;		
15.	The system should consider KEFRI library has eco-regional libraries and staff, thus allow interoperability and adoption of common policies as well as application of unique regional-based library policies.		
A.	Library Collection Development Process		
1.	The System must capture user details, determine user group rights and link user to borrowed resources and determine item due dates, as well as compute fines for items not returned on or by due date and send alerts to users on the same;		
2.	The System must capture purchase recommendations from library users/patrons and librarian and resources received in other ways other than purchase;		
3.	The system should interface with the procurement and finance modules;		
4.	The system must consolidate purchase request list, allow for prioritization and allow for downloads;		
5.	The system must send alerts to users who recommended the purchase on the availability of resource after purchase. Such alerts should be targeted (based on users user category and information needs);		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
6.	The system should maintain an inventory of all library resources and allow updates of new resources. This inventory should be linked to the accession register and allow Indexing/cataloguing/classification of accessioned resources, Input of the metadata into the online library catalogue and show location for physical resources;		
7.	The system must allow classification of resources under international classification schemes namely dewey decimal classification and library of congress scheme and use of MARC -21, UNIMARC framework in resource and metadata classification		
8.	The system must provide for user feedback platform on all services rendered, analyse and generate feedback analysis report; and		
9.	The system must identify materials with more than 5 copies, dilapidated and those out of date for purposes of weeding and allow downloading lists and reports regarding such materials.		
10.	The system must allow adjustments of such parameters as number of copies, set weeding period, to accommodate future need for changes		
B	Library User Services		
11.	The system should have a dashboard that provides a summary of the status of all active issuances		
12.	The system should provide an online form for submission of all requests and user feedback		
13.	The system should interface with the inventory and provide automatic feedback on availability of resource or service		
14.	The system should be able to flag requests where the resource or service is NOT available and item captured into database for future purchase consideration		
15.	The system should allow application of extension period (renewals) based on predefined time and user category policy		
16.	The system should allow self-check in of item		
17.	The system should show readers/borrowers history		
18.	The system should allow analysis of user feedback		
19.	The system should allow calculation and communication to user/ librarian applicable charges in case of loss, damage or overdue resources.		
20.	The system should allow inter library borrowing and lending.		
21.	The system should allow staff to interact online via a chat with remote users/visitors to its platform i.e. live chat service		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
22.	The system should allow user account closure when user ceases to be library member		
C	Selective Dissemination of Information (SDI) Process		
23.	The system should interface with HR biodata page and allow capturing of library specific user profile details;		
24.	The system should be able to maintain a register of information sources and allow for updates when necessary;		
25.	The system must store previous refined search results in FAQ databases to form knowledge base for future needs;		
26.	System should be able to capture needs and auto-search databases based on captured user needs;		
27.	The System must capture titles of selected resources for digitization, their metadata, dates of digitization, person undertaking the process and platform where resource is availed for user access;		
28.	The System must capture user training needs, help in creating awareness for scheduled training, capture training attendance; and		
29.	The System should maintain an audit trail of library resources use.		
D	Information Literature Search Services		
30.	The system should provide an online form for submission of all requests and user feedback. The form should provide for mandatory fields such as date and content of request and timeline for literature sought		
31.	The system should provide a response avenue to ensure literature requests are responded to via same originating platform		
32.	The system should be able to maintain a register of information sources and allow for updates when necessary; and		
33.	The system should allow capture of results are into a frequently asked questions (FAQ) database.		
E.	Information Literacy/Training Services		
34.	The system should provide an online form for submission of all training needs;		
35.	The system should consolidate and enable analysis of user training requests;		
36.	The system should be able to maintain a register of information sources and allow for updates when necessary;		
37.	The system should allow for uploading of resources/training materials;		
38.	The system should allow online invitation, registration, evaluation and attendance log for user trainings; and		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
39.	The system should allow feedback analysis and actions to be taken to improve training services.		
F.	Library Digitization Services		
40.	The system should allow users to submit request for digitization of a resource;		
41.	The system should allow library staff to record titles that are selected for digitization		
42.	The system should automatically compile a list of pending digitization requests;		
43.	The system should allow recording of resource metadata;		
44.	The system should allow uploading of digitized resource and metadata in to a readable and searchable directory;		
45.	The system should allow user awareness on newly digitized resources.		
G.	Library Space Management Readers' Service		
46.	The system should allow capturing of external user details;		
47.	The system should allow categorization of users and define privileges;		
48.	The system should allow reservations for booking of readers slots/space or resources;		
49.	The system should allow capturing of usage duration; and		
50.	The system should allow inter library borrowing and lending.		

Table 47: Document Management System

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Summary 1. Enhanced Search Capability 2. Document's Life-cycle Management 3. Enable Collaboration With Staff Members 4. Version Controls		

Table 48: ICT Services Management

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary			
1.	Email		
2.	Help Desk		
3.	System Change Management		
4.	Inventory Management		
5.	Backup Process		
6.	Password Management Process		
A.	Email		
1.	During staff on-boarding by HR, the system should send a prompt to ICT for user creation and ICT resource allocation.		
2.	During staff exit, the system should prompt ICT to deactivate the user account.		
3.	The ERP should integrate with corporate email for password confirmation and reset.		
B	Helpdesk		
4.	System to show status of the ticket.		
5.	Link with email for status and to give feedback once the system sends a prompt when ticket is closed.		
6.	Give the user the history of their tickets.		
7.	Enable admin to print (export in Excel or CSV format) reports on a monthly, weekly, quarterly or annual on tickets (opened, closed, pending) and the amount of time taken to resolve or close a ticket. The system should also give a chart report of the activities within the ticketing module.		
8.	Allow admin to create tickets on-behalf of users – For cases where they cannot open tickets for themselves (e.g. no internet connectivity, users who don't have access to computers e.g. janitors and drivers).		
C	Systems Change Management		
9.	Linkage to R&D module for concept and proposals.		
10.	Linkage to helpdesk and or to corporate email to respond to user requests for feedback.		
11.	Prompt HICT and the developers when a request is received and also to the lead user/ Principal Investigator for approvals.		
12.	Ability to formulate project teams across departments.		
13.	Provide templates – Preliminary investigation report, TOR, Minimum hardware and software requirements, user requirements/ technical specifications, workplan and budget, system testing reports, logical and physical design (can be uploaded), user manual, training report, system acceptance report, handing over report, and their approvals (that include signing by the lead developer, HICT and lead user/		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Principal Investigator).		
D	Inventory Management		
14.	Linkage to procurement module to take details of ICT equipment at the point of acquisition.		
15.	Link user issued with a device to the device issued, and enable the user to retire the device when exiting the Institute – After inspection by the ICT Officer in charge of hardware.		
16.	Give a report of all the ICT equipment on a quarterly, annual and ad-hoc basis.		
17.	Give prompt on equipment that have reached End-Of-Life and their status.		
18.	Link to asset management module.		
19.	Provide a template for equipment specifications, inspection report, preventive maintenance report (can be uploaded if filled by contracted party), disposal report for equipment being retired (and link to the disposal module) and ability of the equipment to be retired when a user is exiting the Institute.		
E.	Backup process		
20.	Prompt for user to perform backup on accessing the Institute network.		
21.	Link to external backup and local servers.		
22.	The solution should provide tools for backup and restore facilities. The system should allow archiving of old unused data to improve Performance. The system should allow the users to access archived data from different queue and also provide the capability to search report and export the data.		
F.	Password Management Process		
23.	Prompt user to change password after 90 days of use – The system should give an allowance of one week before prompt expires, and require the user to change password at next login.		
24.	Enable the user to reset password by using forgot password feature before escalating to HICT and system administrator to reset user password.		
25.	Use a common password to login to different modules as per rights issued.		
26.	Administration, Unlimited number of Administrators, Unlimited number of End users, Flexible User Administration – Role-based access control, Multi-Organization support		

Table 49: CEO'S Office - Director/ Chief Executive Officer's Processes

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary			
1.	CEO Dash board		
2.	E-Diary Management		
3.	Tasks assignment and management		
4.	Monitoring and Evaluation of all institutional processes		
Overall System Requirements			
1.	Ability for creation of tasks and assigning them to different officers/ groups for action		
2.	Ability for the assigned officer to be notified		
3.	Ability for tracking of tasks from start to finish		
4.	Ability to assign priority/urgency to assignments		
5.	Ability to give timelines for finishing such assigned tasks		
6.	Ability to produce analysis reports per defined period detailing Each assignment, Completion Status, Tracking Status		
A.	Email		
1.	The system should have capabilities for dashboard that contains planning utilities such as electronic calendar for scheduling and monitoring CEO's activities;		
2.	The system should enable booking appointments with the CEO as informed by CEO's calendar with integration to email;		
3.	The system should enable the CEO to assign tasks and activities to Head of Research and Development; Corporate Services, Deputy Directors, Head of Divisions/Sections, Regional Directors. Deputy Regional Directors, Assistant Regional Directors, Research scientists and other corporate staff and allow monitoring of the assignments;		
4.	The system should have capabilities to interlink with ALL modules in the ERP system such as: The E-board for coordinating with the board of directors; Quality Assurance and Corporate Affairs for monitoring of the Strategic Plan and PC; Research and development (R&D) module for overseeing research activities; Supply Chain Management module for monitoring the Procurement Plan etc.; Finance module for monitoring the Institute's budget; The Administration module for administering transports matters and overall admin operations; The Corporation Secretary's module for monitoring cases etc; and		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	Human Resource module to monitor various HR activities.		
5.	The system, should enable the C.E.O to get notifications or alerts on issues escalated to his desk; and		
6.	System should have capabilities to monitor comprehensive performance of the Institute e.g. Research activities at the eco regions, weekly or monthly purchase and procurements, sales from enterprise etc.		
B.	Management of Appointments		
7.	Ability to create appointments and link them with Outlook		
8.	Ability to re-assign, reject, accept appointments		
9.	Ability to change appointment details e.g. date/time, reject		
10.	Ability to notify parties involved in any appointment e.g. in case of acceptance/rejection, assignment etc		
11.	Ability to convert/link an appointment to a task that follows the flow of managing a task		
12.	Reports Ability to generate various reports including List successful meetings filtered by date detailing the agenda, attendees, date Failed/ Successful meetings filtered by date detailing the agenda, attendees, date Available dates in a calendar year Ability to generate high level and low level reports on overall institutional performance based on ERP data (Financial, Strategic Plan Progress, Project Management etc.)		

Table 50: Legal Services

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary			
1.	Contract/MOU Management		
2.	Court Documents and tracking		
3.	Integration with E-Board System		
4.	Management of legal documents		
5.	Support of Governance Audits		
A.	Legal Management		
1.	Capability for Contract / MOU Management and Tracking;		
2.	Capability to provide templates for preparing court documents;		
3.	Capability for tracking of Court Processes;		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
4.	Ability to allow legal Compliance Tracker;		
5.	Capbility for Policy formulation analysis and review;		
6.	Ability to intergrate with E-Board system;		
7.	Capability for preparation of legal documents including contracts;		
8.	Capability to support Governance audit and related issues; and		
9.	Ability to upload court documents for storage e.g. Court summons, rulings etc		

Table 51: Risk Management

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	1. Summary 2. Risk planning 3. Risk Identification and Analysis 4. Risk Evaluation and Treatment 5. Managing Risk for Outsourced Services 6. Risk Monitoring and Evaluation 7. ISO Quality Management		
A.	Planning		
1.	The system should create a DMS containing the risk management policy, Risk appetite, organization policies and procedures, laws and regulations		
2.	The system should be able to allow input of the level at which risks are to be assessed at strategic, process, project levels or even an event		
3.	The system should allow input of comments from pestel analysis, SWOT analysis and Key documentation		
4.	The system should allow review of these findings before moving to risk identification		
B.	Risk Identification and Analysis		
5.	The system should allow the selection of the register to be filled. The registers to be filled are corporate, process, project or event		
6.	The system should restrict the process, project or event risk register to the department concerned while the corporate risk register is the responsibility of MRC		
7.	The system should be able to automatically calculate inherent and residual risk levels based on likelihood and impact		
8.	The system should allow the selection as well as the typing of some parameters. The items to be selected are those		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
	predetermined by the risk management framework eg category of risk, likelihood of occurrence, impact etc. the rest should be typed.		
9.	The system should allow for online input at each stage including consultation in the process of risk identification and analysis including online review and approval		
10.	The system should allow automatic colour coding of the risk score.		
11.	The system should assign responsibilities as risk champions, risk owner, HOD, MRC and CEO		
12.	The system should allow a description of the control in place or what is to be put in place		
C.	Risk Treatment		
13.	The system should choose the treatment as per approved risk framework based on consideration of costs and impact		
14.	The system should allow the employee to give the action to be implemented		
15.	The system should allow the employee to determine the resources required for treatment and ensure they are budgeted and approved		
16.	The system should allow the employee to determine the timelines to effect treatment		
17.	The system should submit the treatment plan to the MRC for approval		
18.	The system should allow MRC to submit the treatment plan to the CEO for approval		
19.	The system should allow the risk champions to update the register with the treatment plan		
20.	The system should allow the risk champions to review the effectiveness of risk treatment and write his comments		
D.	Risk Monitoring		
21.	The system should be able to schedule RMC meetings at monitoring stage		
22.	The system should allow the risk champion to attach the minutes of the RMC		
23.	The system should allow the risk champion to attach the action plan		

Table 52 : ISO Processes Preventive Action

No.	Online System Requirements	Bidders Response	Reference Page in the Document
1.	All the ISO management process should be automated end to end as per the international standards		
2.	System should allow the departs to report online and system to allow for Identification of potential non-conformities, Identify capture the root cause and Determine preventive action based on the impact		
3.	The system should allow the QMR to conduct the evaluation in Realtime.		
4.	The system to allow the QMR to input comments in the potential Non-conformity form		
5.	Allow for Monitoring the action to determine effectiveness		
6.	System should allow for communication and alerts		
7.	Internal Quality Audit		
8.	System should allow for the Scheduling of internal audit indicating: a) Dates of audits b) The appointed internal auditor(s) c) Audit criteria and d) Audit scope		
9.	QMS Auditors are notified through the system		
10.	Auditors accept the assignment through the system		
11.	Notice is sent through the system and documents requested		
12.	Auditor prepares an audit checklist in the system		
13.	Opening meeting is carried out		
14.	The audit is carried out and documented in the system		
15.	Non-conformities are identified, and classified as either major, minor or areas of improvement and recorded in non-conformities form		
16.	Closing meeting is held and findings are read to the auditee		
17.	Non-conformities are sent to the HOD for root cause analysis		
18.	Root causes are identified using the 5 whys or fishbone analysis and related corrective actions and sent to the lead auditor		
19.	Lead auditor reviews the root causes identified and the related corrective actions and either accepts or rejects them		
20.	If the root causes are rejected the form is sent back to the auditee for correction		
21.	If the root causes are accepted the corrective actions are implemented		
22.	The auditee indicates action taken and fills the non-conformity form and sends to the lead auditor for closure		
23.	The auditor confirms the evidence and if satisfies closes the non-conformity and indicates this in the non-conformity form		

Table 53: Pension

No.	Online System Requirements	Bidders Response	Reference Page in the Document
Summary			
1.	Payment of service provider's fees.		
2.	Payment of trustee's expenses.		
3.	Payment of general office expense.		
4.	Payment of retirement benefits.		
5.	Processing of Death In-Service Benefits.		
6.	Payment of benefit to beneficiaries.		
7.	Vote book control.		
8.	Ledger control.		
9.	Cash flow management.		
10.	Fixed assets management.		
A.	**Payment of Service Providers' fees.**		
1.	The system should escalate if any participant has not taken action when required.		
2.	The HR should inform the Pension if the cause of employee separation is caused by death.		
3.	Service Provider Account Dashboard		
4.	System should be able to generate statements, Payment vouchers, cheque Printing		
5.	Ageing both summary and detailed of outstanding balances. The system should allow matching of payments to invoices		
6.	The system should be able to integrate with the bank platform and once payment is made it automatically send notification in form of email notification.		
7.	The payment approval process should be easy and seamless processing of payable to authorization by Trustee on their platform.		
8.	All approval process in the whole payment process to be done in the system.		
9.	The system must maintain a database of all payment vouchers		
10.	The system must be able to update the approved payments in the respective vote head.		
B.	**Payment of Trustees' Expenses.**		
11.	The system should recognize expenses at the period which they are accrued, at payment and are distributed or cleared at later dates as the project or exercise is achieved or completed		
12.	A trustee portal where Trustees can view payment supporting documents and payments made to each trustee, including related taxes		
13.	The system must be able to update the approved payments in the respective vote head		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
14.	The system should escalate if any participant has not taken action when required.		
C.	Payment of General Office Expenses.		
15.	Ageing both summary and detailed of outstanding balances. The system should allow matching of payments to payment requests and respective budget		
16.	The system should be able to integrate with the bank platform and once payment is made it automatically send notification in form of email notification.		
17.	The HR should inform the Pension if the cause of employee separation is caused by death.		
18.	The system must maintain a database of all payment vouchers payment requests and/or invoices		
19.	The system must be able to update the approved payments in the respective vote head		
20.	The system should escalate if any participant has not taken action when required.		
D.	Payment of Retirement Benefits.		
21.	The Pension module to interlink with HR in order to receive retirement letters and any other related document.		
22.	Allow approval process to be done online		
23.	Once a user sends a notice an alert should be sent to officer either via email and through the system		
24.	Allow creation of ledger and link to ledger module.		
25.	The HR should inform the Pension if the cause of employee separation is caused by death.		
26.	The system should be able to integrate with the bank platform and once payment is made it automatically send notification in form of email notification		
27.	The system must have a data base of all scheme exits which should include their bio-data, residence, contact details and the amount paid to them upon exit and their choice annuity/income drawdown (including name of provider, type of annuity, purchase sum and monthly payment)		
28.	The system must be able to update the approved payments in the respective ledger.		
29.	The system should escalate if any participant has not taken action when required.		
E.	Processing of Death In-Service Benefits.		
30.	The system should escalate if any participant has not taken action when required.		
31.	The HR should inform the Pension if the cause of employee separation is caused by death.		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
32.	System should have members Bio-data details including beneficiaries of members		
33.	Allow uploading of documentation submitted for processing GLA benefits.		
34.	System should be integrated with the insurance scheme being used		
F.	**Payment of Benefits to Beneficiaries.**		
35.	The system should allow request of benefits payments (online) such as retirement benefits and the rest.		
36.	The system to allow the clerical officer and the head of pension to approve.		
37.	Database or records for the deceased member, beneficiaries, department and years in service, amount qualified and amount to be paid.		
38.	Allow creation and updating of ledger (with income and withdrawals) and link to ledger module.		
39.	The system should be able to integrate with the bank platform and once payment is made it automatically send notification in form of email notification.		
40.	The system must maintain a database of all payment vouchers and payment requests.		
41.	The system should escalate if any participant has not taken action when required.		
42.	Allow generation of statement of individual ledgers.		
G.	**Vote Book Control**		
43.	The system to contain a vote book and crediting each vote head as per approved scheme budget(s).		
44.	Shall maintain a database of all reconciliation reports.		
45.	The system should be able to generate real time summary reports of all cash movements under each vote head.		
46.	Shall allow vote book to be closed at the end of the financial year only after all income and expenses have been updated as per scheme budget and payment vouchers.		
47.	The system should escalate if any participant has not taken action when required.		
H.	**Ledger Control.**		
48.	Drill down option to source transaction		
49.	Linkage of control accounts to the various modules in the system ensuring no postage to control accounts without linkage to the specific customer/vendor accounts		
50.	Flexible chart of accounts		
51.	Audit trail		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
52.	Controls on posting by period/date; closure of period to avoid backdating of transactions		
53.	Unique Sequencing of documents on each module with Master tracking ensuring no deletion and tracking of voided numbers and transactions		
54.	The system should escalate if any participant has not taken action when required.		
I.	**Cash Flow Management.**		
55.	The system should contain two separate cashbooks, administrative account and fund account.		
56.	The system to store or show all transactions either income, expenditure or withdrawals.		
57.	The system should escalate if any participant has not taken action when required.		
58.	Maintain a database of all reconciliation reports.		
59.	Generate real-time summary reports of all cash movements and funding level for each cashbook.		
J.	**Fixed Assets Management**		
60.	The system should provide an overview of fixed assets entire lifecycle, from the creation of a purchase order in procurement, through tracking, depreciation and eventual retirement and ensure correct periodic/ on request depreciation. It should also enable Pension to keep track of maintenance costs, manage insurance policies, post fixed asset transactions, and generate various detailed reports and statistics.		
61.	It should also capture the details of each asset and value.		
62.	The system should generate real time summary reports of any depreciation made for each asset.		
63.	The system should be able to accurately generate detailed information and create reports on any of the above lifecycle of fixed assets.		
64.	The system should escalate if any participant has not taken action when required.		

Table 54: Research School

No.	Online System Requirements	Bidders Response	Reference Page in the Document
1.	The system should allow online application of new research students		
2.	The system should allow continuous registration for continuing students		

No.	Online System Requirements	Bidders Response	Reference Page in the Document
3.	The system should support Grants/ scholarship management		
4.	The system should have a complete financial module		
5.	The system should support linkages and payment updates with the accredited bank		
6.	The system should support definition of courses and research areas		
7.	The system should support Research allocation and supervision		
8.	The system should support allocation of faculty to specific courses and research themes		
9.	The system should support academic management and grading		
10.	The system should support a student portal/ dashboard with profile		
11.	The system should support an E learning module		
12.	The system should support online assignment and submission for reports, assignments etc.		
13.	The system should support faculty management		
14.	The system should support research project management		
15.	The system should support a general dashboard for collaborations (downloads, reports, common materials, notices etc.)		
16.	The system should allow off boarding of students		
17.	The system should link to the E-Library module		
18.	The system should link to the general finance module		
19.	The system should be able to provide necessary reports (system and user customizable)		

The information System MUST meet the following Additional Requirements

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

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

Table 55: Software and Hardware Architectural Requirements

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
1.	Technology	The system should be developed in the up to date technology and must have capability to be supported by existing operating systems and devices without distortion of information and user interface.		
		The system should be user friendly, menu driven with extensive online help facilities. The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable the Institute accommodate future changes.		
		The bidder must define the technology platform(s) to be used to fully deliver their proposed platform. This should include: - The proposed components of the system (Names and versions) The application development environment. The database proposed. Operating system proposed. Client or end-user operating systems supported Open-endedness of the platform to allow integration with other upcoming systems Describe the programming language/technology of the system. Supply and installation/setup of the appropriate software, licenses and kits;		
		Bidder to describe the following architectures that will be embraced by the proposed platform		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		System architecture. Information architecture Infrastructure architecture Security architecture		
2.	Functional Interface	The platform must be accessible in all the web browsers i.e Microsoft Edge, Internet Explorer, Opera, Google Chrome, Firefox etc Have a Graphical User-friendly interface that is web-based Simple and Intuitive navigation between functions such as dropdown menu-driven options for common/known data fields. Automatic population of known fields to reduce data re-entry Ability to print any information displayed on a screen. Data validation and error checking facility. The ability for the system to set up various parameters that are user-specific (data classifications, formulas). Be service-oriented architecture and based on web technology standards, interoperability with open standards. Ability to allow for remote access to the System through a standard web browser, mobile. The ability for the system to grant access to users through a single sign-on/log-on facility. The system should interface with other applications. Allow multitasking in different windows		
3.	Scalability and Performance	One of the fundamental requirements of solution architecture to be provided by		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		the vendor is its ability to scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution. It should provide for Scale-Up and Scale out on the platform, Web Servers, Database Servers, Application Integration Servers, Business Intelligence (BI) and all other solution components.		
		The system must be adaptable and scalable with changing technology		
4.	Availability	Solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures. Solution should support disaster recovery The solution should support remote access		
5.	Manageability	All the components of the system must be managed from a remote management station. Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.		
6.	Architecture	The system should support a multi-tier architecture with each tier fully independent. It should have an Active Directory (for authentication)		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		and e-mail system and also provide a flexible API for system integration and application development.		
		The system should provide a modular facility to customize the document management interface to meet specific functional requirements		
7.	Security	The ability for the system to grant access to users through a single sign-on/log-on facility. Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period		
		Different confidentiality settings for groups and individuals to be managed by the administrator. Modern threat protection, customizable content controls and an intuitive web-based console Configure Violations to warn users, block the files from being posted and/or replace the files with custom text. Two factor Authentication of users Where there is high level approval, such to be limited to defined devices only. The system must support extensive audit trails at folder/ aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, date and time. The system should ensure that the audit trails remain		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		unalterable and this function should be fully handed over to the Agency.		
		Provide system's security driven by roles, so as to reduce the number of security profiles that need to be maintained		
		The system should have adequate data entry security controls, validation, check digit, etc.		
		Definable password security permission with read, update, add, delete and post.		
		Separation of business application system access and administration from that of Database Administration and Operating System access and administration.		
		Audit trail on Users, functions accessed with details of transactions should be posted to a secure log file both within the system and an offsite location that is only accessed by a designated staff.		
		Maintain Disk Storage of Audit Trail Log file (log password reinstructed)		
		The system should be modular allowing phased implementation of additional modules.		
	User Authentication	Each user must be authenticated with a unique user-id / username and password on the application. The User IDs / Usernames should be case sensitive.		
		All user accounts must be managed with reference to and in synchronization with an authoritative central user		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		management system e.g. identifying personal numbers in Agency 's active staff database (Active Directory, Central HR database or the ERP etc.) for internal Agency users NB: User accounts management activities include but not limited to new user creation, user maintenance, rights management with groupings and user authentication (during login).		
		All new user accounts must have a system-generated random password when created. A secure way of communicating the initial password to the user should be utilized, e.g. via an e-mail account.		
		The system must prompt users to change their passwords the first time they log on to the application.		
		The system must support password expiry features with a configurable frequency. This should be parameterized to allow flexibility in adjusting this value as required.		
		The system should not support automatic logins to guard against brute force attacks. The login page should include a challenge which the user responds to before proceeding with the login.		
		The system must implement the following Password Strength Controls:		
		Passwords should have a configurable minimum and maximum lengths		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		Password must meet a configurable combination of the following 4 complexity rules: at least 1 uppercase character (A-Z) at least 1 lowercase character (a-z) at least 1 digit (0-9) at least 1 special character (punctuation)		
		These password features should be configurable to support future complexity requirements		
		During password change, if the new password doesn't comply with the complexity policy, the error message should describe EVERY complexity rule that the new password does not comply with		
		The solution should implement a secure self-service password recovery mechanism in the event the user forgot their password. Recovery should support sending OTP through sms.		
		Any password reset/recovery mechanism option must not reveal whether or not an account is valid, preventing username harvesting		
		The login page and all subsequent authenticated pages must be exclusively accessed over TLS. All active sessions must be encrypted		
		The solution should support expiring of newly created accounts if not used for a configurable period of time. This should be parameterized		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		to allow flexibility in adjusting this value as required		
		The solution must support a password change notification and a configurable number of grace logins. The password must be changed after a configurable duration. This should be parameterized for flexibility		
		The solution must support password lock out after a configurable number of unsuccessful login attempts. This should be parameterized to allow flexibility in adjusting this value as required		
		The solution should respond with a generic error message regardless of whether the user ID or password was incorrect. It should also give no indication to the status of an existing account. The generic message should not reveal which of the authentication parameters is invalid		
		The solution must expire a user account after the session has been idle for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required		
		The solution should support re-authentication for sensitive features e.g. before updating sensitive account information such as the user's password, user's email, or before performing sensitive transactions. The function(s) requiring re-authentication should be configurable/determined		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		The solution must not allow the re-use of a past password until a set period of time and a set number of password changes have been made. This should be parameterized to allow flexibility in adjusting this value as required		
		High level approval e.g. the Final approval for payment and any other such approvals as shall be defined from time to time, to be confined to specific devices.		
	Security plan	Bidders are required to submit a comprehensive security plan considering physical security, network security, user, application and database-level security for the system platform User Authentication Logging & Auditing (audit trails) Session Management Session Expiration: etc		
8.	Confidentiality	The system must ensure that data are accessible only to those authorized to have access. Access to the server resources must be protected and authorized by the system to prescribed Actors/Roles as documented. All user account management functions must require re-authentication even if the user has a valid session id. Session should expire in 5 minutes after request is idle. This time shall be configurable. Time of changes to data must be recorded to the nearest second Accountability. The		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		system must maintain complete, secure records of actions that affect security. Such action includes introducing new user to the system, assigning or changing the security level of a subject or an object and denying access attempts.		
9.	System integration	Seamlessly Integration with all existing digitized systems for all relevant organizations and allow for future integration too. The solution/interface needs to be integrated with SharePoint Libraries, Access Control and other Should support both Synchronous and Asynchronous communication (information exchange) with the backend business applications The integration should enable Administrators to easily surface documents in the system, allowing them to: Link to one or more individual documents selected from the system Create lists of documents based on specific selection criteria: e.g. library, folder or metadata Insert links to individual documents inside rich text areas Easily give access to documents in other systems by selecting libraries, for folders or individual files.		
10.	Workflow	The bidder is to automate all the processes defined for the generation of appropriate reports, data analysis etc as per the requests		

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

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

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

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

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		The system must provide the facility to allow authorized users to download information in various formats such as pdf,		
		The system must provide an online help facility to the users		
		The stakeholders will request online for reports and analysis documents. The requested reports will be allocated to internal users to undertake the generation and submit to the relevant office to release. Ability to process batched report requests without operators intervention		
		Ability to retain archived history transactions online for a specified period of time without affecting system processing capacity		
		Ability to develop custom menus and reports and assign to users to minimize and prohibit direct access to database records		
		The system should provide various dashboards on related information for different users. The system should allow the users to be able to customize their dashboards depending on the data they need to see.		
		The system must provide a facility for output/reports to be directed either to a printer, screen or file and have the following fields: Title/description; Page numbering; End of report message; and Default spooling where output size exceeds user-defined limits. Item No, General Report features etc		

Item No.	Item	Technical Requirements	Bidder's Response	Reference Page in the Tender Document
		Ability to handle versatile reporting queries from staff. Automatically refresh when the underlying data is changed. Ability to configure the layout of standard reports. Ability to transform existing data in a report into a chart or graph. Ability to predefine the generation of automatic reports for example weekly, bi-weekly, monthly, quarterly, annually.		
		The bidder shall demonstrate that the platform has tools that provide easy to use wizards that will enable users to create customized reports. Users who perform this function will have to be trained on the use of the tools.		

Training and Training Materials

As part of the implementation process, it is the hope of KEFRI 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. Capacity building is necessary to build competence and to institutionalize the usage of the platform within the KEFRI.

Table 56: Technology Transfer

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Tender Document
1.	Technical Skills Assessment	The bidder is expected to explicitly state the technical skills of its staff required to successfully implement and sustain the System. Attach CVs and certificate copies		
2.	Methods of Training and Skill Transfer	The bidder is expected to elaborate on their proposed training methods to be used for skills transfer which will ensure		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Tender Document
		that KEFRI has enough internal capacity to maintain and use the System.		
3.	Training Curriculum	The bidder is expected to provide the training curriculum to be used to train at least thirty (30) business users on use of the system. These users will then train other end users (Training of Trainers concept) The training curriculum shall adhere to the functional requirements.		
4.	Admin/ Technical Training	The bidder is expected to provide the training curriculum to be used to train at least ten (10) IT technical users (administrators and support staff)		
5.	Training Evaluation	The bidder is expected to provide a methodology of evaluation of the training, learning and skills transfer.		
6.	Training Facility	All trainings must be provided at an accredited center. Bidders shall propose training site and location and this shall agree with the purchaser.		
7.	Training Materials	(i) The Vendor shall develop training materials illustrated in English with screen shots of all user interfaces of the application. The training materials must be designed to also facilitate Training for Trainers approach, and must be developed with a view that they can be used by KEFRI staff in conducting future training. The bidder is expected to provide all trainees with training material both soft and hard copies. (ii) The Vendor must maintain and update all documentation for any system changes performed by the Vendor during the contract period and any negotiated extensions at no cost to the client. (iii) The Vendor must agree that the KEFRI shall have the right to copy all documents for internal distribution.		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Tender Document
		(iv)The Vendor shall propose a method of ensuring efficient document control. The Vendor shall provide the details of a Knowledge Coordination Approach which indicates the specific formats (versions) and procedures for all documentation to be disseminated amongst the client project team. (v) The Vendor must ensure that a detailed User Guide is provided with the system. Context-sensitive Help screens (help narratives) within the system are also required. (vi)In addition to the full User Guide referenced above, the Vendor will be required to provide a "Quick reference guide", preferably in the form of a small booklet. The objective is to provide a structured, user-friendly, means to help a user perform a task. It is expected that this guide will focus on providing "how-to" essentials of the key everyday functions without the user having to peruse the main document. i) In order to ensure sustainability, it is expected that within the proposed twelve (24) months of post-implementation, knowledge transfer will be completed and identified ICT officials of the KEFRI will be fully trained so that KEFRI is able to maintain and operate the system independently without Vendor support.		
8.	Experienced Trainers	The bidder should possess experienced trainers to be able to transfer knowledge to KEFRI's staff. The successful bidder should provide a detailed Training Schedule for their solution, detailing the training approach and methods, location, and curriculum as well as indicated the cost of training in the price schedule.		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Tender Document
9.	Technical Skills Assessment	The bidder is expected to explicitly state the technical skills of its staff required to successfully implement and sustain the System. Attach CVs and certificate copies		

22.2.6 Service Level Agreement (SLA) Requirement

The objective of the Service Level and Support requirement s is to ensure that the system implemented is adequately supported and that the system maintains the acceptable uptime levels.

Table 57: Service Level Agreement

Item No.	Features	Bidder's Response	Reference Pages in Brochure / Document
1.	The bidder MUST guarantee free support for the proposed system for at least two (2) years after commissioning.		
2.	The bidder should furnish a maintenance schedule for the platform supplied.		
3.	The bidders shall propose a service level agreement that addresses the following: Escalation matrix Classification of incidents Contact persons Response time Proof of local presence Online support from manufacturer Non Disclosure Agreement Cost of SLA after elapse of support period Any other related SLA requirements		

22.2.7 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 platform will be on warranty and with continued support and maintenance. This would also include on-site support; hence the bidder must demonstrate availability of local support.

Bidders are required to provide a clause-by-clause response to the specifications in the given format. All bidders are expected to demonstrate and give detailed information

on how their proposed system meets the requirements identified below:

Table 58: Support and Maintenance Requirements

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Brochure /Document
1.	System Licensing	The bidder is expected to: Indicate the period of warranty (not less than 12 months)		
		Hand over Intellectual Property Rights related to the customization to KEFRI, including all related designs and all relevant further documentation or propose an agreeable escrow contractual agreement.		
		Grant to the agency license to access and use the Software, including all inventions, designs, and marks embodied in the platform.		
		Bidders are required to give information on all licensing regime. Such license to access and use the Software shall be: Non-exclusive; Fully paid up and irrevocable Valid for use within the processes of agency, within the volume restrictions of the license structure		
		Bidder must provide a price quotation for end to end solution that meets all the requirements. The quote shall include all the software that will run the platform e.g. operating systems, application, databases, middleware etc.		
		The nature of the System is such a way as to permit access, from other computers connected to the primary and/or backup Sites 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;		
		Reproduced for safekeeping or backup purposes;		
		The Software license shall permit concurrent use of the system at 150 users. In addition the Software should be able to		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Brochure /Document
		be disclosed to and reproduced for use (including a valid sublicense)		
		The Bidder will not include configuration in platform that restricts and/or limits access to certain features, functionality or capacity of such Software subject to the Purchaser making payments or for other self-help or retaliatory		
		Ability to allow remote diagnostic support. Ability to detect on-line violations and maintain a history of security profiles and other system areas Ability to provide on-line time/date control on access		
2.	Product Upgrades	At any point during performance of the Contract, should technological advances become available for technologies originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to the Client the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices		
		At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Client any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Bidder in the Client's Country		
		During performance of the Contract, the Bidder shall offer to the Client all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within agreed timelines.		
		During the Warranty Period, the Bidder will provide at no additional cost to the Client all new versions, releases, and updates for all Standard Software that are used in the System, within agreed timelines.		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Brochure /Document
		During the Warranty Period, the bidder shall introduce all new versions, releases or updates of the Software within agreed timelines 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 Bidder 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.		
3.	Cost Reductions	At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the KEFRI any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Bidder in the Purchaser 's Country		

Table 59: Technology Platforms

Item No.	Feature	Minimum Requirements	Bidder's Response	Reference Page in Brochure /Document
1.	Platform	Bidders shall give a detailed response to demonstrate how their proposed platform will meet the functional requirements mentioned in all the sections in this tender document. The requirements shown in Bidder response should therefore provide exhaustive details on the features of their proposed platform, in such a way as to ensure that the proposed platform leverages on the power of the platform to		

Item No.	Feature	Minimum Requirements	Bidder's Response	Reference Page in Brochure /Document
		integrate administrative functions in line with modern best practices. The bidder must define the technology platform(s) to be used to fully deliver their proposed solution. **The bidder must attach the product brochure.**		
2.	Components	The bidder shall state the proposed components of the platform in terms of: Names and versions The Integration engine. The database proposed. Operating system proposed. The proposed modules and complete features Client or end-user operating systems supported The system must be scalable to accommodate growth in the user base as well as data analysis transactions. Comment on how this can be realized. Elaborate on the open-endedness of the system to allow integration with other systems within Government Describe the programming language/technology of the system. Setup of necessary IT security measures for the system; The system must be highly available with an uptime of at least 99.9% availability.		
3.	System Management Annual Charges	Any charges such as annual maintenance, annual license fee and software support cost should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated. All prices should be in Kenya Shillings and inclusive of all government taxes.		
4.	Estimated Implementation Schedule	The Agency envisages that the entire implementation duration shall be a maximum of 6 months and bidders are encouraged to propose a lesser duration as		

Item No.	Feature	Minimum Requirements	Bidder's Response	Reference Page in Brochure /Document
		may be practically possible to meet the desired objectives. **NB** This implementation period does not include the warranty period of 2 year which commences after commissioning of the ERP. Provide a detailed implementation schedule detailing the number of your staff required for timely project delivery, the number of KEFRI 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. **Note:** KEFRI intends to have the project implemented within 6 months' period.		

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:

Table 60: Supplier's Technical Team

No.	Supplier's Technical Team
a)	**Project Manager/ Team Leader** B.SC/ in Computer Science, Engineering, IT or related ICT degree Certification in Project Management Professional experience in developing, implementing and managing at least four (4 No.) projects in ERP systems. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. (S)He should have a minimum of 8 years' experience in Project Management.
b)	**Expert in ERP Systems** B.SC/ in Computer Science, Engineering, IT or related ICT degree Related certification in ERP Systems

No.	Supplier's Technical Team
	Professional experience in developing, implementing at least three (3 No.) projects in ERP systems. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. (S)He should have a minimum of 4 years' experience in ERP Systems.
c)	**System Security Expert/ Audit** B.SC/ in Computer Science, Engineering, IT or related ICT degree Related certification in system security/ audit. Professional experience in implementing system security in at least two (2 No.) projects. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. (S)He should have a minimum of 4 years' experience in implementation of System Security.
d)	**System Designer and Developer/System Engineer** B.SC/ in Computer Science, Engineering, IT or related ICT degree Related certification in system design. Professional experience in implementing system design in at least two (2 No.) projects. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. (S)He should have a minimum of 4 years' experience in implementation of System Design.
e)	**Database Expert** B.SC/ in Computer Science, Engineering, IT or related ICT degree Related certification in Databases. Professional experience in implementing databases in at least two (2 No.) projects. Indicate contact person for the listed projects – name of contact person, position, telephone number and email address. (S)He should have a minimum of 4 years' experience in implementation of databases.

D.   Technology Specifications– Supply& Install Items

(i)   General Technical Requirements

1)   Language Support: All information technologies must provide support for *English language.* Specifically, all display technologies and software must support ISO *9001:2015 and ISO 14001:2015.*

2)   Electrical Power: No hardware.

ii)   Testing and Quality Assurance Requirements

Testing plan
The Vendor should describe in details in their proposal the testing environment and methodology to be used prior to handing over the system for client user acceptance testing (UAT). The Client expects the following test cycle to include:

Table 61: Testing plan

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Tender Document
System Testing				
1.	General	• Create test cases and test data. • Manage the test environments and associated test data from an applications perspective. • Ensure that all testing activities conform to the requirements of defined Change Control procedures. • Perform unit and system testing and document results. • Perform integration, stress, and regression testing and document results. • Perform data migration and data conversion tests. • Review and approve results of all testing activities. • Develop and conduct user acceptance, quality assurance (QA) testing and document results. • Assist in conducting and documenting user acceptance and QA testing. • Review testing results to identify variances between documented requirements and provided functionality and usability. • Review testing results for compliance with policies, procedures, plans, and metrics (e.g. defect rates, progress against schedule, etc.). • Correct defects identified during the testing efforts. • Prepare application(s)/module(s) for migration into KEFRI production environment.		
2.	Unit Testing:	The vendor will carry out the unit testing in house to make sure each component and module of the system functions as designed.		
3.	Integration Testing:	After all modules of the system are developed, integration testing is		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Tender Document
		carried out to make sure that all modules function and perform as expected when working in combination.		
4.	Load testing:	Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration and load balancing.		
5.	Recovery Testing:	One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.		
6.	Security Testing	It is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection attack, XSS attacks etc. This will be done by using threat detection and vulnerability scanner software		
UAT Testing Approach				
7.	Usability Testing	The client will test the navigation between screens, user-friendliness and workflows of each of the screens. Against this, if deficiencies are identified the interface maybe redesigned during this testing Stage based on feedback from the Client.		
8.	Functional Testing:	A complete end to end functional testing cycle will run. During the functional test, actual processes, and all key services provided by system will be tested against the business requirement, (end to end) to see if the system meets the requirements as described in the in the RFP		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Page in Tender Document
		document and stores data and generate reports properly.		
9.	Acceptance Testing	An end to end functional and quality of service (including security, performance and robustness) will be complete by KEFRI to any system sign off.		
10.	UAT Test Script	An end to end functional and quality of service (including security, performance and robustness) will be complete by KEFRI prior to any system sign off.		

E. Service Specifications–Recurrent Cost Items

i) 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) <u>User support / hot line</u>: Please provide: coverage period; response time and problem resolution performance standards, escalation matrix; etc.

2) <u>Technical Assistance</u>: Please provide: categories of technical staff required; anticipated tasks and objectives; response-time performance standards; etc.

3) <u>Post-Warranty Maintenance Services</u>: Please provide: coverage period; response time and problem-resolution performance standards; technical staff required, modes of service, such as on-site, on-call, or return to warehouse; etc.

ii) Requirements of the Supplier's Technical Team

3.1 The Supplier MUST provide a technical team to cover KEFRI's anticipated <u>Post-Operational Acceptance Technical Assistance Activities</u> 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.

Table 62: Post-Operational Acceptance Technical Assistance Requirements

Post-Operational Acceptance Technical Assistance Requirements
System Security Expert/ Audit B.SC/ in Computer Science, Engineering or related ICT degree Have relevant certifications in the area of system security and audits. 4+ years of experience in ICT security field and should have experience in ICT systems security and design, development, Implementation of security solutions. Give reference a minimum of two projects

System Designer and Developer/System Engineer B.SC/ in Computer Science, Engineering or related ICT degree Have relevant certifications in systems development e.g. expert system engineering professional (ESEP), certified system engineering professional (CSEP) etc. and have relevant certification in the area of web-based systems and certification in various Programming software e.g. C, C++, ORACLE, MYSQL. . 4+ years of experience in ICT system design, development and implementation with a bias on ERP systems implementation. Give a minimum of two projects.
Database Expert B.SC/ in Computer Science, Engineering or related ICT degree Have relevant certifications in Database development, optimization and management e.g. Oracle, SQL, etc 4+ years of experience in Database design, development and implementation with a bias on ERP systems. Give a minimum of two projects.

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, KEFRI 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.

A. 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 KEFRI to carry out their respective contract obligations. Also, KEFRI 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.

KEFRI 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 KEFRI 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. KEFRI 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.]

Table 63: Implementation Schedule

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 Milestones
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 Costs 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]

Table 64: Site Table

Site Code	Site	City/ Town/ Region	Primary Street Address	Drawing Reference No. (If Any)
HQ	Headquaters			
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).*]

Table 65:

Month	20xy	20xy+1	20xy+2	…..			….	20zz
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								

A. 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.

 KEFRI 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 KEFRI 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.]

Table 66: System Inventory

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)]**

Table 67:

Component No.	Component	Relevant Technical Specification No.	Y1	Y2	Y3
1.	Warranty Defect Repair		All items, all sites included in the supply and installation price	All items, all sites included in the supply and installation price	All items, all sites included in the supply and installation price
2.	Software/ Firmware Licenses and Updates		All items, all sites included in the supply and installation price	All items, all sites included in the supply and installation price	All items, all sites included in the supply and installation price
3.	Technical Services				
3.1	Sr. System Analyst		------- Days	------- Days	------- Days
3.2	Sr. Programmer		------- Days	------- Days	------- Days
	Sr. Network Specialist e.t.c		------- Days	------- Days	------- Days
	……..				

Note: - indicates not applicable. "indicates repetition of table entry above.

Background and Informational Materials

Notes on Background and Informational Materials

This section of the tendering document provides a place to gather materials that KEFRI 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

The Kenya Forestry Research Institute (KEFRI) was established as a State Corporation in 1986 under the Science and Technology Act Chapter 250 of the Laws of Kenya to focus on forestry research. The Act was repealed by the Science, Technology and Innovation Act No. 28 of 2013. Kenya Forestry Research Institute is also mandated under the Forest Conservation and Management Act, 2016 to undertake forestry research.

KEFRI headquarters is located in Muguga, 23 km north-west of Nairobi, off Nairobi - Nakuru highway. KEFRI has 5 e-co regional (Maseno, Kitui, Muguga, Londiani, Gede) and 10 sub e-co regions (Marigat, Turbo, Nyeri, Kibwezi, Garissa, Lamu, Taita Taveta, Migori, Kakamega and other upcoming).

The Board of Directors (BoD) identified automation KEFRI's core processes in order to enhance service delivery to internal and external stakeholders in line with mandate of the institution. The automation will specifically improve research and development, dissemination of information to the stakeholders and promote innovation. In order to achieve this, a comprehensive management information system was recommended to be put in place. It is in this context that the BoD recommended Enterprise Resource Planning (ERP) Solution towards improving efficiency of the KEFRI's operations. The implementation of ERP will assist in the following ways:
•   Improve efficiency by eliminating repetitive processes and greatly reduce manual interventions as well reduce paperwork;

- Assist in improving service delivery/efficiency because most of our core processes will be automated;
- Enhance collaboration between departments/stakeholders by integration with existing system to avoid duplicity of systems;
- Standardize the operation of the institute, save time and increase productivity levels;
- Make reporting easier and more customizable; and
- Improve the accuracy, consistency, and security of data, all through built-in resources.

KEFRI has invested in ICT system and infrastructure and below is a list and tables showing the current existing systems in the institute
- ACCPAC Financial & Procurement
- Human Resource Management System
- Research Data Portal (CKAN)
- KM system (TWiki)
- ODK (Open Data Kit)
- CADEP-SFM Web Portal
- Forest Valuation System
- KEFRI Microbial System
- KEFRI KALRO Mango Database
- KEFRI website which has the following sub-sites (KEFRI Water Towers Website, KEFRI Enterprises)
- KEFRI Helpdesk System

5.1 PROBLEM STATEMENT

KEFRI has been using several systems to support its operations. The two ERP's are the KEFRI has been using several systems to support its operations. The two ERP's are the Empire suite for Human Resource and ACCPAC used for Finance and Procurement. Though Finance and Procurement use a similar application, the two sections are not integrated, which means they are not able to share data or operate seamlessly from end to end. On the other hand, the HR system is a standalone system also not integrated with either procurement or Finance, though it also stands on a similar platform as ACCPAC. In addition, the institute has developed other applications mainly to support their Scientific functions, which are not integrated with the other applications. This means that there is no sharing of data or information between the silo systems, which increases the cost and effort of managing the independent systems. It also means that there is redundancy in the business operations, and none of the systems offers the capability for reuse. Moreover, the individual systems are not designed to perform the full functionality intended, are not being optimally utilized, and their functionality is not guided by business and functional requirements.

It is worth noting that, KEFRI has gradually outgrown these business systems (HR and ACCPAC), where current functionalities no longer fit business rules and process operations, hence the need to replace or decommission them so that they are replaced with a fully functional and fully integrated ERP system. It is vital to ensure seamless flow of data and information between the sections in the entire Institute both headquarters

and all the regions & subregion, full utilization of both business and scientific systems, create a one-point location for accessing the business and scientific systems, and create value for the Institute.

5.2 ORGANISATION DIAGRAM.
KEFRI is a research institute with the current below structure.

KEFRI ORGANOGRAM

KEY:

CA & QA	Corporate Affairs and Quality Assurance	MGT	Management
CS/LO	Corporate Secretary/Legal Officer	GIS & RS	Geographic information System and
DD	Deputy Director		Remote Sensing
F	Finance	HR & ADM	Human Resource and Administration
FRSS	Forest Research Support Services	M&E	Monitoring and Evaluation
FPD	Forest Products development	PRM	partnership and Resource Mobilization
FPI	Forest Productivity and Improvement	SPG	Socio-economic Policy and Governance
FBEM	Forest Biodiversity and Environment Management		

Diagram 1: KEFRI Organogram

1	The Procuring Entity's Business Objectives for the Information System

The following are the specific objectives include: -

(i)	Review of **ALL** the processes, workflows and any other workflow which departments shall suggest during the implementation.

(ii)	Design and implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the KEFRI's operations/processes.

(iii)	Centralize implementation to enforce necessary controls and facilitate integrated end to end solution, accurate and timely reporting.

(iv)	Implement dashboard capabilities to facilitate online status reporting and informed strategic management decisions.

(vi)	Integrate with other systems e.g. Banks (especially the one the Agency routinely works with), and any other system that shall be found necessary for KEFRI operations.

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

(viii)	Integrate and allow for future scalability e.g. Audit analytics, e-document management systems, e-board systems, big data and analytics.

**B.	INFORMATIONAL MATERIALS**

2	The Legal, Regulatory, and Normative Context for the Information System

3	Existing Information Systems/ Information Technologies Relevant to the Information System

3.1	*[provide: an overview of the existing information systems and information technologies which will establish the technological context for the implementation of the Information System.]*

3.2	*[provide: an overview of the ongoing or planned information systems initiatives that will shape context for the implementation of the Information System.]*

4	Available Training Facilities to Support the Implementation of the Information System

4.1	*[provide: an overview of the Procuring Entity's existing training facilities that would be available to support the implementation of the Information System.]*

5	Site Drawings and Site Survey Information Relevant to the Information System

5.1	*[provide: information of the sites at which the Information System would be implemented.]*

Scope

The scope of work includes the end to end configuration and delivery of the ERP solution that consists of all the modules described in well-articulated steps and deliverables identified in this document. The vendor will give the best scenario of the license regime to serve a population of 884 staff. Please quote for 150 licenses used concurrently.

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

i.	The supply, configuration, installation, testing and commissioning of an integrated resource planning system (ERP) with a web interface, database, and functional modules (front end and back end)
ii.	Setup of data validation, data analysis, data extraction, system backup and procedures
iii.	Deliver a high capacity data warehouse
iv.	Setup necessary ICT security measures for the ERP System
v.	Installation, configuration, test and setup of the appropriate software, licenses and kits.
vi.	Provide specifications and configure the availed appropriate hardware to host and run the ERP effectively and Advice the Agency on the future hardware requirements for scalability
vii.	Integration with existing systems and use of big data and data mining tools to get data from the various systems to validate and give insights
viii.	Migration of relevant data from existing systems.
ix.	Propose and implement a comprehensive training program for all users as agreed with the Agency. (e.g common users, specialized ICT technical Staff, etc)
x.	Provision of warranty after successful commissioning (go-live) of the system.
xi.	Preparation and timely submission of project reports.
xii.	The bidder will be expected to include business intelligence and reporting module and the features of this module are to be spelt out in the technical documentation

xiii.   The system should allow for data capture from source and allow upload of relevant documentation

Summary of Targeted Modules and Functions
The following are the summarised modules that will be configured in the ERP platform

Table 68: Summary

No.	Process/ Function	Re-engineered Processes
	Common Functions/ Cross Cutting Functions	Ability to support real-time database update of transactions
		Ability to support relational databases (RDBMS)
		Ability to support database replication for disaster recovery purposes
		Provide three tier architecture – Client, Application Server/Web Server, Database Server
		Provide an architecture that provides security, scalability and
		MIS reporting on a dashboard for different categories of users
		Business intelligence
		Creation of ad hoc query, reports, analysis, dashboard and user-friendly information search and navigation functionality
		Installation and configuration of Set-up role-based access for each users
		Ability to preview reports before printing
		The system should integrate well with the third-party systems e.g (e-board, pensions system, website, email systems, audit systems)
1	Human Resources	1. Human Resource Management Module's General Online Requirements
		2. Organizational Structure
		3. Recruitment and Selection
		4. Staff Orientation / Induction
		5. Employee Management
		6. Reports for Employee Management
		7. Performance Management
		8. Training Management
		9. Training Attendance (E-Learning / Staff Induction)
		10. Leave Management
		11. Employee Separation
		12. Payroll Management: Compensation and Benefits Management
		13. Awards
		14. Employee Self – Service
		15. Manager Self – Service
		16. Institutional Calendar
		17. Management of Loans and Advances

No.	Process/ Function	Re-engineered Processes
		18. Managing of Internship Process
		19. Clinic Process System Requirements (Out patient management processes. Resource Mobilization Pharmacy and Lab)
		20. Disciplinary Management Process
2	Administration	1. Fleet Management
		2. Meeting Rooms Management
		3. Assets Management
		4. Visitor Management and Access management.
		5. Management of Outsourced Services
		6. Document Managements (registry and archiving)
3	Finance	1. Budget Preparation
		2. Payments Processing & Accounts Payable
		3. Imprest Management
		4. Accounts Receivable/Invoice processing
		5. Treasury Management- Receipting
		6. Treasury Management- Cheque/EFT processing
		7. Cash book Management
		8. Bank Reconciliation
		9. Chart of Accounts
		10. Journals
		11. Fixed Assets
		12. Financial Reporting
4	Supply Chain Management	1. Procurement planning
		2. Registration and Pre-qualification of Suppliers
		3. Initiation of Procurement Process-Requisitioning
		4. E-procurement of Goods, Works and Services – Tendering Processes
		5. Preparation of LPO/LSO
		6. Contract drawing/preparation, monitoring and management
		7. Inventory Control, Asset and Stores Management and Distribution
		i) Goods/Services Receipts and Inspections
		ii) Asset Management
		iii) Stores Management
		iv) Stock taking
		8. Disposal of Assets
5	Corporate Affairs and Quality Assurance	1. Complaints
		2. Branding
		3. Corporate Social Responsibility
		4. Feedback
		5. Development and signing of Performance Contract
		6. Integrated Management Systems (IMS) Internal Audit
		7. Strategic Planning and Interpretation
		8. ISO Quality management processes

No.	Process/ Function	Re-engineered Processes
6	Knowledge Management	1. User assistance 2. Tacit Knowledge management sharing opportunities initiated by Head of KM 3. Tacit Knowledge management sharing opportunities initiated by User 4. Data/information/knowledge Needs and Gaps Analysis
7	Internal Audit	1. Audit planning and Circulation 2. Audit Plan Execution /Actual Audit 3. Audit Reporting 4. Audit Follow ups
8	ICT	1. Email 2. Help Desk 3. System Change Management 4. Inventory Management 5. Backup Process 6. Password Management Process
9	Research & Development	1. Dissemination of information -Customer Portal 2. Problem Identification for Research/or Development 3. Concept Note Development 4. Biometrics, GIS and Remote Sensing in Research and Development 5. Research Proposal Development 6. Pre-Consultative Research Advisory Committees (Pre-CRACs) and CRACs 7. Pre-Consultative and Consultative Meeting 8. Project Implementation Plan, Quarterly Work Plans, Budget And Research Protocols 9. Schedule For Release Of Funds And Performance Contracting 10. Data Collection Tools And Experimental Sites 11. Imprest Application For Implementation Of Research Activities 12. Quarterly Reporting / Annual Reporting 13. Monitoring And Evaluation 14. Production of Knowledge Products 15. Externally Reviewed Knowledge Products 16. Sharing of Scientific Information 17. Knowledge Management and Transfer 18. Partnership and Linkages for R&D 19. External Resource Mobilization 20. Seed Collection, Processing and Dispatch 21. Seed Testing 22. Laboratory Service Provision – From Internal Research Projects 23. Laboratory Service Provision – From External Research Projects

No.	Process/ Function	Re-engineered Processes
		24. Tree Seedlings Production
10	Enterprise/CRM	1. Conference Facilities 2. Hire of Ground 3. Catering Services 4. Sale of Seeds 5. Seedlings 6. Karura Products
11	Risk Management	1. Risk planning 2. Risk Identification and Analysis 3. Risk Evaluation and Treatment 4. Managing Risk 5. Risk Monitoring and Evaluation
12	Legal Processes	1. Contract/MOU Management 2. Court Documents and tracking 3. Integration with E-Board System 4. Management of legal documents 5. Support of Governance Audits
16	CEO's Office	1. CEO Dash board 2. E-Diary Management 3. Tasks assignment and management 4. Monitoring and Evaluation of all institutional processes
17	Library-e-Library	1. Library collection development process 2. Library user services 3. Selective dissemination of information (SDI) process 4. Information literature search services 5. Information literacy/training services 6. Library digitization services 7. Library space management readers' service
19	Document Management System	1. Enhanced Search Capability 2. Document's Life-cycle Management 3. Enable Collaboration with Staff Members

Project Implementation Stages and Deliverables

5.2.1 Project implementation process
The Project is organized in seven (7) stages as listed hereunder:

- **Stage 1:** *Project planning and conceptual solution definition:* conducting feasibility, understanding the requirements and developing the Project plan.
- **Stage 2:** *Detailed analysis and design of the solution*: Create user requirements blueprint and design the web-based platform prototype based on the blueprint.
- **Stage 3:** *Development/customization and configuration* of the platform incorporating the user comments including testing of each module

- **Stage 4:** *Preparation of the required hardware* provided by KEFRI to ensure smooth implementation of the proposed platform.
- **Stage 5:** *System installation, implementation, integration* with other relevant systems and end to end system testing.
- **Stage 6:** Provision of training to all the relevant groups in the KEFRI (users, Technical, administrators, super users and other stakeholders).
- **Stage 7:** Go live, Hand over, and Provision of Maintenance and Support for a period of six (6) months after go live and warranty for a period of 12 months after maintenance and support period of 6 months.

All documentation to be delivered as part of this Contract must be in English and in soft copy and hard copy in Microsoft Word format. All stages should have their respective reports signed off.

Acceptance Process as per the Deliverables in Each Stage

It is envisaged that the project will go through the following stages and the deliverables at each stage are as tabulated below:

Table 69: Acceptance Process

Stages	Description	Project Deliverables	Proof
Stage 1	*Project planning and conceptual solution definition:* Understanding the requirements and developing the Project plan.	Requirements Document and System Design Document	Inception Report
		Full detailed project plan including work plan & Gantt chart	
Stage 2	*Detailed analysis and design of the solution:* Create user requirements blueprint and design the web-based platform prototype based on the blueprint.	Refined user requirements blueprint and the enterprise integration platform architectural design.	Certificate of Acceptance and Sign Off for Technical Architecture Document, Final Business Requirements Doc and prototype system
		Web-based Integration platform Prototype based on the blueprint.	
Stage 3	*Development/customization and configuration* of the platform incorporating the user comments including	Development/customization and configured integration platform	Certificate of Acceptance and Sign Off for the tested system
		Test reports for each	

Stages	Description	Project Deliverables	Proof
	testing of each module	functionality	report
Stage 4	*Preparation of the required hardware* provided by the Agency to ensure smooth implementation of the proposed platform	Hardware configuration ready for installation of the proposed platform.	UAT Certificate
Stage 5	*System installation, implementation, integration* with other relevant systems and end to end system testing	Integrated System installation and implementation with other relevant systems, including.	Certificate of Acceptance and Sign Off for testing report and end to end functional testing report.
		end to end system testing reports	
		Test report for the integrated system (end to end)	
		User Acceptance Test Cases/Scripts and UAT Plan	
		Approved UAT Report	
Stage 6:	Provision of training to all the relevant groups in the Agency (Users, Technical, administrators, super users and other stakeholders).	Approved Training Plan	Certificate of Acceptance and Sign Off for training documents
		Provision of training to all the relevant groups in the Agency (users, technical, administrators, super users and other stakeholders).	
		User and Training Manuals for the System	
		Operational Manuals for all Hardware and Software	
		User Manuals and Training Manuals for the System	
Stage 7	Go live, Hand over, and Provision of Maintenance and Support during and after completion of Stages 1-4 for 12 months. Subsequently, maintenance and support will be renewed on an annual	Handover plan	Certificate of Acceptance and Sign Off for handover and maintenance documents
		Maintenance and Support plan for 24 months warranty period. This will be renewed annually subject on satisfactory performance.	

Stages	Description	Project Deliverables	Proof
	basis subject to satisfactory performance as per the SLA		

Governance and Responsibility

The Vendor shall work collaboratively with the KEFRI's project team to design, develop configure and install the system comprising of:

(i)   Appointed KEFRI Contract Implementation Team

(ii)   Vendor Technical experts

The vendor will be required to provide all competent staff to work on this project including the project manager. The staff will be the ones that the bidder submitted their CVs alongside their roles.

Insurance
The Consultant will be responsible for taking out any appropriate insurance coverage.

Assignment
The Consultant shall not assign this Contract or sub-contract any portion of it to any third party without the Client's prior written consent.

Staff to Implement the Project
The consultant shall provide names of staff and their curriculum vitae implementing the project and their competence and areas they will be handling. No change of implementing team shall be made without written consent of the client.

Implementation Approach Work Plan and Methodology

The bidder is expected to indicate a detailed project implementation strategy/plan and methodology that will ensure holistic delivery of the system as well as highlight the Work Plan(s) to deliver and commission the system

In this regard, Bidders are required to propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates.

Bidders are required to describe their technical approach and methodology to deliver this assignment, to realize the expected output.

Demonstration

The bidder is expected to be able to demonstrate how they will configure features of the proposed platform upon request during evaluation.

References

The bidder is expected to give a list of references where the similar solutions has been implemented. The bidder is required to attach the LPO/Contract and completion certificate and reference letter from the client. The Evaluation team may contact these references or pay them a visit to ascertain level of implementation and customer satisfaction.

Hardware

Hardware to support the system. Bidders will be required to give the indicative minimum hardware specifications required for the optimum operation to run of the system. All the software that will enable the running of the system should come coupled with the solution

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 and other systems to the new system that contain all the necessary deliverables that the bidder will follow to ensure smooth phases migration.

SECTION VI - GENERAL CONDITIONS OF CONTRACT

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 KEFRI 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 KEFRI 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 KEFRI 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 KEFRI 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 KEFRI 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   KEFRI 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 KEFRI 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 KEFRI 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 KEFRI 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 KEFRI and the Supplier to make a decision on or to settle any

vii) Dispute between KEFRI and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

C   Scope

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.

viii) "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.

ix) "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.

x) "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.

xi) "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.

xii) "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.

xiii) "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.

xiv) "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.

xv) "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.

xvi) "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.

xvii) "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.

xviii) "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.

xix) "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).

xx) 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 KEFRI under the Contract.

xxi) "Standard Materials" means all Materials not specified as Custom Materials.

xxii) "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.

xxiii) "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.

xxiv) "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.

c)   Activities

i) "Delivery" means the transfer of the Goods from the Supplier to KEFRI 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 KEFRI 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).

d)   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 KEFRI 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 KEFRI 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.

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.

3.7   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.

3.8   Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to KEFRI 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.

3.9 Non-waiver

3.9.1 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.

3.9.2 Any 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.

3.10 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.

3.11 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.

4.2   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.

4.2.1 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.

4.2.2 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.

4.2.3 ither 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.

4.3 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.4 Pursuant to GCC Clause 18, notices from/to KEFRI 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, KEFRI or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of KEFRI 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 KEFRI 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 KEFRI 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.

8 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.

9 **Time for Commencement and Operational Acceptance**

9.1 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.

9.2 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).

10 **Supplier's Responsibilities**

10.1 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.

10.2 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 KEFRI 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.

10.3 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.

10.4   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 KEFRI under GCC Clause 10.4 and that are necessary for the performance of the Contract.

10.5   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 KEFRI 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 KEFRI to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.

10.6   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.

10.7   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).

10.8   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).

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

10.10 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

11   Procuring Entity's Responsibilities

11.1   KEFRI shall ensure the accuracy of all information and/or data to be supplied by

KEFRI to the Supplier, except when otherwise expressly stated in the Contract.

11.2   KEFRI 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).

11.3   KEFRI 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.

11.4   If requested by the Supplier, KEFRI 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.

11.5   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, KEFRI shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

11.6   KEFRI 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 KEFRI may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

11.7   Unless otherwise specified in the Contractor agreed upon by KEFRI and the Supplier, KEFRI 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.

11.8   KEFRI 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.

11.9   KEFRI 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.

11.10   KEFRI 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.

11.11   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.

11.12   **Unless otherwise specified in the SCC** KEFRI shall have no other Procuring Entity responsibilities.

Payment

12   Contract Price

12.1   The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

12.2   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;

12.3   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.

12.4   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.*

13   Terms of Payment

13.1   The Supplier's request for payment shall be made to   KEFRI 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.**

13.2   No payment made by KEFRI herein shall be deemed to constitute acceptance by KEFRI of the System or any Sub system (s).

13.3   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 KEFRI fails to make any payment by its respective due date or within the period

set forth in the Contract, KEFRI 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.

13.4   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.**

13.5   **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.

14   Securities

14.1   Issuance of Securities
The Supplier shall provide the securities specified below in favor of KEFRI at the times and in the amount, manner, and form specified below.

14.2   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.

14.3   Performance Security

a)   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**.

b)   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.

c) 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.

d) 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.

15   Taxes and Duties

15.1   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.

15.2   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.

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

15.4   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

16 Copyright

16.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

16.2 KEFRI 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 KEFRI 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.

16.3 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)**.**

16.4 **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 KEFRI may consider necessary or desirable to perfect the right, title, and interest of KEFRI 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 KEFRI and where permitted by applicable law, ensure that the holder of such a moral right waives it.

16.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

17 Software License Agreements

17.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier here by grants to KEFRI 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 KEFRI 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.

17.2   The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements.
Unless otherwise specified in the SCC, KEFRI 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 KEFRI 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.

18   Confidential Information

18.1   **Unless otherwise specified in the SCC,** the" Receiving Party" (either KEFRI 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.

18.2   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 KEFRI or the Procuring Entity's use of the System.

18.3 Notwithstanding GCC Clauses 17.1 and 17.2:

a) the Supplier may furnish to its Subcontractor Confidential Information of KEFRI to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

b) KEFRI 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.

18.4 KEFRI 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 KEFRI for any purpose other than those that are required for the performance of the Contract.

18.5 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.

18.6 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.

18.7 **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

19 Representatives

19.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, KEFRI shall appoint and notify the Supplier in writing of the name of the Project Manager. KEFRI 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 KEFRI 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 KEFRI pursuant to GCC Clause4.

19.2   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 KEFRI 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 KEFRI does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If KEFRI 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.

18.2.3 The 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 KEFRI 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 KEFRI 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 KEFRI (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   KEFRI 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. KEFRI 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.

20   Project Plan

20.1   In close cooperation with KEFRI 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.

20.2   **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. KEFRI 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. KEFRI 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, KEFRI shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on KEFRI and the Supplier.

20.3   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.

20.4   The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

20.5   **Unless otherwise specified in the SCC**, the Supplier shall submit to KEFRI 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 KEFRI and/ or actions to be taken by KEFRI in the next reporting period;

vi)   other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

20.6   The Supplier shall submit to KEFRI other (periodic) reports **as specified in the SCC**.

21   Sub-contracting

21.1   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 KEFRI for its approval insufficient time so as not to impede the progress of work on the System. KEFRI shall not withhold such approval unreasonably. Such approval by KEFRI of a Subcontractor (s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

21.2   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.

21.3   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 KEFRI 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 KEFRI has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontract or to which KEFRI has objected in writing prior to the end of the notice period. The absence of a written objection by KEFRI during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of KEFRI of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either KEFRI or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix3 of the Contract Agreement.

22   Design and Engineering

22.1   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 KEFRI 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 KEFRI 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 KEFRI has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by KEFRI 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.

23 Procurement, Delivery, and Transport

23.1 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.

23.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

23.3 Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.

23.4   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 KEFRI with shipping and other documents, as specified below:

22.4.4 For Goods supplied from outside Kenya:

Upon shipment, the Supplier shall notify KEFRI 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 KEFRI 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

25.5.2 estimated time and point of arrival in Kenya and at the site.

25.5.3 For Goods supplied locally (i.e., from within Kenya):

Upon shipment, the Supplier shall notify KEFRI by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to KEFRI 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)   KEFRI 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.

24   Product Upgrades

24.1   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 KEFRI 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).

24.2   At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to KEFRI 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).

24.3   During performance of the Contract, the Supplier shall offer to KEFRI 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.

24.4   **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to KEFRI 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.

24.5   KEFRI 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 KEFRI receives a production-ready copy of a subsequent version, release, or update. KEFRI 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.

25 Implementation, Installation, and Other Services

25.1 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.

25.2 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.

26 Inspections and Tests

26.1 KEFRI 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.

26.2 KEFRI or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that KEFRI 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.

26.3 Should the inspected or tested components fail to conform to the Contract, KEFRI 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.

26.4 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.

26.5 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.

27 Installation of the System

27.1 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 KEFRI in writing.

27.2 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 KEFRI 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.

27.3 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 KEFRI 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 KEFRI put the System in to production operation, as the case may be.

28 Commissioning and Operational Acceptance

28.1 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 KEFRI 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 KEFRI (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 KEFRI 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 KEFRI 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   KEFRI 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 KEFRI 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 KEFRI of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. KEFRI 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   KEFRI 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 KEFRI 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 KEFRI or Supplier.

F.   Guarantees and Liabilities

29   Operational Acceptance Time Guarantee

29.1   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).

29.2   **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 KEFRI 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, KEFRI may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

29.3   **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 KEFRI may have under the Contract for other delays.

29.4   If liquidated damages are claimed by KEFRI for the System (or Subsystem), the Supplier shall have no further liability whatsoever to KEFRI 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.

30 Defect Liability

30.1 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.

30.2 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.

30.3 **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.

30.4 **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.

30.5 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 KEFRI 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.

30.6 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.

30.7 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 KEFRI or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

30.8   KEFRI 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. KEFRI shall afford all reasonable opportunity for the Supplier to inspect any such defect. KEFRI 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.

30.9   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, KEFRI 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 KEFRI and the Supplier.

30.10   **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 KEFRI 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 KEFRI in connection with such work shall be paid to KEFRI by the Supplier or may be deducted by KEFRI from any monies due the Supplier or claimed under the Performance Security.

30.11   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 KEFRI because of such defect and/or making good of such defect.

30.12   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, KEFRI may choose to retain physical possession of any replaced defective information storage devices.

30.13   At the request of KEFRI and without prejudice to any other rights and remedies that KEFRI may have against the Supplier under the Contract, the Supplier will

offer all possible assistance to KEFRI 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 KEFRI of the benefit of any warranties given by such producers or licensors to the Supplier.

31 Functional Guarantees

31.1 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.

31.2 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 KEFRI upon completion of the necessary changes, modifications, and/or additions and shall request KEFRI to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

31.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, KEFRI 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.

32 Intellectual Property Rights Warranty

32.1 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 KEFRI 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 KEFRI 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.

33 Intellectual Property Rights Indemnity

33.1 The Supplier shall indemnify and hold harmless KEFRI 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 KEFRI 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.

33.2   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.

33.3   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 KEFRI or any persons other than the Supplier or a person authorized by the Supplier.

33.4   If any proceedings are brought or any claim is made against KEFRI arising out of the matters referred to in GCC Clause 32.1, KEFRI 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 KEFRI within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then KEFRI shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify KEFRI within the twenty-eight (28) days, KEFRI shall make no admission that may be prejudicial to the defense of any such proceedings or claim. KEFRI 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.

33.5   KEFRI 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 KEFRI 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.

33.6   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 KEFRI 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.

33.7   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 KEFRI or any persons contracted by the Procuring Entity.

33.8   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 KEFRI notice of such proceedings or claims, and KEFRI 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 KEFRI 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 KEFRI 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 KEFRI in conducting such proceedings or claim and shall be reimbursed by KEFRI for all reasonable expenses incurred in so doing.

34   Limitation of Liability

34.1   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 KEFRI with respect to intellectual property rights infringement.

G. Risk Distribution

35   Transfer of Ownership

35.1   With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to KEFRI at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

35.2   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.

35.3   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.

36   Care of the System

36.1   KEFRI shall be come responsible for the care and custody of the System or Subsystems upon their Delivery. KEFRI 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.

36.2   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 KEFRI 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, KEFRI 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 KEFRI 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 KEFRI in accordance with GCC Clause 39. If KEFRI does not request the Supplier in writing to make good any loss or damage to the System there by occasioned, KEFRI 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, KEFRI shall terminate the Contract pursuant to GCC Clause 41.1.

36.3   KEFRI shall be liable for any loss of or damage to any Supplier's Equipment which KEFRI 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.

37   Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

37.1   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.

37.2   Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless KEFRI 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 KEFRI 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.

37.3   If any proceedings are brought or any claim is made against KEFRI that might subject the Supplier to liability under GCC Clause 36.2, KEFRI 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 KEFRI within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then KEFRI shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify KEFRI within the twenty-eight (28) day period, KEFRI shall make no admission that may be prejudicial to the defense of any such proceedings or claim. KEFRI 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.

37.4   KEFRI 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.

37.5 If any proceedings are brought or any claim is made against the Supplier that might subject KEFRI to liability under GCC Clause 36.4, the Supplier shall promptly give KEFRI notice of such proceedings or claims, and KEFRI 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 KEFRI 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 KEFRI 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 KEFRI in conducting such proceedings or claim and shall be reimbursed by KEFRI for all reasonable expenses incurred in so doing.

37.6 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.

38 Insurances

38.1 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**.

38.2   KEFRI 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.

38.3   The Supplier shall deliver to KEFRI certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

38.4   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.

38.5   If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, KEFRI 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 KEFRI shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

38.6   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. KEFRI 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, KEFRI shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

39   Force Majeure

39.1   "Force Majeure" shall mean any event beyond the reasonable control of KEFRI 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.

39.2 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.

39.3 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).

39.4 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.

39.5 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.

39.6 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.

39.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of KEFRI and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

39.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of KEFRI to make payments to the Supplier under this Contract.

H. Change in Contract Elements

40 Changes to the System

40.1 Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, KEFRI 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 KEFRI (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. KEFRI 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, KEFRI 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 KEFRI 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, KEFRI 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 KEFRI 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 KEFRI 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 KEFRI accepts the Supplier's objection, KEFRI 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, KEFRI and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, KEFRI shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If KEFRI 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 KEFRI 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 KEFRI 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 KEFRI choose not to proceed or KEFRI 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 KEFRI 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. 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) KEFRI may incur in implementing the value engineering proposal; and

(c)   a description of any effect(s) of the change on performance/ functionality.

KEFRI 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.

If the value engineering proposal is approved by KEFRI 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.

41   Extension of Time for Achieving Operational Acceptance

41.1   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.

41.2   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, KEFRI 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.

41.3   The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

42   Termination

42.1   Termination for Procuring Entity's Convenience

41.1.1   KEFRI 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 KEFRI 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 KEFRI 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 KEFRI the parts of the System executed by the Supplier up to the date of termination;

ii)   to the extent legally possible, assign to KEFRI 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   KEFRI 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, KEFRI 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 KEFRI 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 KEFRI that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then KEFRI 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 KEFRI 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 KEFRI 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 KEFRI pursuant to GCC Clause (d) below;

j) deliver to KEFRI the parts of the System executed by the Supplier up to the date of termination;

k) to the extent legally possible, assign to KEFRI 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 KEFRI 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 KEFRI 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 KEFRI thinks appropriate, KEFRI 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 KEFRI 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 KEFRI completes the System, the cost of completing the System by KEFRI 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 KEFRI 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, KEFRI shall pay the balance to the Supplier. KEFRI 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)   KEFRI 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 KEFRI 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 KEFRI to remedy the same, as the case may be. If KEFRI 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 KEFRI of such events, and if KEFRI 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 KEFRI within twenty-eight (28) days of the said notice, the Supplier may by a further notice to KEFRI 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 KEFRI to that effect, referring to this GCC Clause 41.3.2, if KEFRI 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 KEFRI 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 KEFRI 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 KEFRI the parts of the System executed by the Supplier up to the date of termination;

ii)   to the extent legally possible, assign to KEFRI 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 KEFRI 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, KEFRI 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 KEFRI to the Supplier, account shall be taken of any sum previously paid by KEFRI to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

43 Assignment

42.l Neither KEFRI 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

44 Settlement of Disputes

44.1 Adjudication

43.1.1 If any dispute of any kind what so ever shall arise between KEFRI 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 KEFRI or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon KEFRI 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 KEFRI and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should KEFRI 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 KEFRI 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)   KEFRI 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 KEFRI 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 KEFRI or the Supplier acts within the following fourteen (14) days, then either KEFRI 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)   KEFRI 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. Table 70: Definitions (GCC Clause1)

GCC 1.1(b)(i)	Kenya Forestry Research Institute of P.O Box 20412-00200 Nairobi
GCC1.1 (b)(ii)	The project Manager is Head ICT
GCC 1.1(e) (x)	There are no special conditions associated with GCC 1.1(e) (x)
GCC 1.1 (e)(xiii)	Post warranty services period is 12 Months starting after the completion of the system implementation (go-live) phase

Table 71: Notices (GCC Clause 4)

GCC 4.3	Address of the contract manager The Director, Kenya Forestry Research Institute, P.O Box 20412-00200 Tel: 0722157414/0724259781/0734251888 City Square, Nairobi

B. Subject Matter of the contract
Table 72: Scope of the system (GCC 7)

GCC 7.3	Recurrent costs include: software licenses

Table 73: Terms of payment GCC 12

GCC 12.1	Payment schedule: 1. Upon submission and sign off of system requirements 2. System development and customization 3. Testing and quality assurance 4. Training 5. GO LIVE 6. Retention
GCC 12.3	KEFRI shall pay the supplier interest on delayed payment as per the central bank interest rate
GCC 12.4	The supplier invoice to KEFRI shall be in Kenya Currency.

Table 74: Securities GCC clause 13

GCC 13.3.1	The performance security shall be denominated in Kenyan Shilling for an amount equal to 5% of the contract price excluding any recurrent cost
GCC 13.3.4	During the warranty period the performance security shall be reduced by the below: 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.

Table 75: Intellectual Property; Copyright (GCC clause 15)

GCC 15.3	There are no special conditions applicable to GCC 15.3
GCC15.4	There are no special conditions applicable to GCC 15.4
GCC 15.5	There are no special conditions applicable to GCC 15.5

Table 76: Software License agreement (GCC clause 16)

GCC 16.1(a)(iv)	There are no special conditions applicable to GCC 16.1(a)(iv)
GCC 16.1(a)(vi)	There are no special conditions applicable to GCC 16.1(a)(vi)
GCC 16.1(a)(vii)	There are no special conditions applicable to GCC 16.1(a)(vii)
GCC 16.2	There are no special conditions applicable to GCC 16.2

Table 77: Confidentiality information GCC clause 17

GCC 17.1	There are no special conditions applicable to GCC 17.1

Table 78: Supply, Installation, Testing, Commissioning and Acceptance of the software Representatives GCC 18.1

GCC 18.1	There are no special conditions applicable to GCC 18.1
GCC 18.2.2	There are no special conditions applicable to GCC 18.2.2

Table 79: Project plan GCC clause 19

GCC 19.1	Project Plan must address the following topics *Project Organization and Management Sub-Plan including management authorities, responsibilities, and contacts ,as well as task, time and resource bound schedule (in GANTT format);*

	Implementation Sub-Plan Training Sub-Plan Testing and Quality Assurance Sub-Plan Warranty Defect Repair and Technical Support Service Sub-Plan Further details regarding the required content above are contained in the technical requirement.
GCC 19.6	The supplier shall submit to KEFRI the required progress and system development/health reports as contained in the technical requirement

Table 80: Design Engineering GCC clause 21

GCC 21.3.1	There are no special conditions applicable to GCC 21.3.1

Table 81: Product Upgrade

GCC 23.4	There are no special conditions applicable to GCC 23.4

Table 82: Inspection Test GCC clause 25

GCC 25	There are no special conditions applicable to GCC 25

Table 83: Commissioning and operational acceptance GCC clause 27

GCC 27.2.1	There are no special conditions applicable to GCC 27.2.1

Table 84: Guarantees and Liability Operational acceptance and Time Guarantee GCC clause 28

GCC 28.2	There are no special conditions applicable to GCC 28.2
GCC 28.3	There are no special conditions applicable to GCC 28.3

Table 85: Defect   Liability GCC clause 29

GCC 29.1	There are no special conditions applicable to GCC 29.1
GCC 29.4	There are no special conditions applicable to GCC 29.4
GCC 29.10	There are no special conditions applicable to GCC 29.10

Table 86: Functional Guarantee GCC clause 30

GCC 30	There are no special conditions applicable to GCC 30

Table 87: Risk Distribution - Insurance GCC clause 37

GCC 37.1	The supplier shall obtain thirty party liability insurance in the amount of Ksh 60,000,000 with deductible limits of no more than Ksh 10,000,000
GCC 37.1(e)	There are no special conditions applicable to GCC 37.1(e)

Table 88: Change in contract element - Changes to the system (GCC clause 39)

GCC 39.4	Value Engineering N/A

Table 89: Settlement of Disputes - Settlement of disputes (GCC clause 43)

GCC 43.1.4	Appointment Authority for adjudicator is: Chairman, Institute Arbitration of Kenya
GCC 43.2.3	Through arbitration as per the laws of Kenya

SECTION VIII - CONTRACT FORMS

Notes to KEFRI 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 KEFRI 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 KEFRI 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 KEFRI 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 guarantee for the full amount of the Advance Payment-if

an Advance Payment is specified in the SCC for GCC Clause 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 KEFRI promptly for review and confirmation of acceptability before the tender submission deadline.

KEFRI 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*]

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 in relation to the evaluation of your Tender, and/ or

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

i)   Table 90: The successful Tenderer

Name:	(Insert name of successful tenderer)
Address:	(Insert address of successful tenderer)
Contract Price:	(Insert contract price of successful tenderer)
Total Combined Score:	(Insert total combined score of successful tenderer)

1.   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.]*

Table 91: Other Tenders

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)

1.   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.]*

2.   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.

3. 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. <u>Further information</u>:

For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website <u>info@ppra.go.ke</u> or <u>complaints@ppra.go.ke</u>.

In summary, there are four essential requirements:
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.
The complaint can only challenge the decision to award the contract.
You must submit the complaint within the deadline stated above.
You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

4. 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   Notification of Award-Form of Acceptance

_____)_____

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

3. 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 KEFRI 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 KEFRI 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) KEFRI 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 KEFRI and the Supplier;
b) The Supplier has submitted to   KEFRI the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause13.3;

c) KEFRI 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 KEFRI 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_____

4. 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: reimbursable]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between KEFRI and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

C) Appendix 3. List of Approved Subcontractors

KEFRI 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 KEFRI of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give KEFRI 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 KEFRI 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 KEFRI approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Table 92: List of Approved Subcontractors

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.

Table 93: Software Categories

Software Item	(Select One Per Item)			(Select One Per 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.

Table 94: Custom Materials

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).

5. 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.

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[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]

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

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]_

5.2 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, KEFRI 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 KEFRI

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