TETU WATER AND SANITATION PLC

TENDER NO: TENDER NO: TEWASCO/OT/01/ CLSG 11/2025-2026

UPGRADE, CUSTOMIZATION, SUPPORT AND MAINTENANCE OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.

TETU WATER AND SANITATION PLC
P.O. BOX 1089 - 10100,
NYERI.

Contents

TENDER DOCUMENT FOR THE UPGRADE, CUSTOMIZATION, SUPPORT AND MAINTENANCE OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.

NAME AND CONTACT ADDRESSES OF PROCURING ENTITY.

NAME; TETU WATER AND SANITATION PLC.

ADDRESS; P.O. BOX 1089 – 10100 NYERI, KENYA

EMAIL ADDRESS; Teawasco@gmail.com

INVITATION TO TENDER (ITT) NO; TENDER NO: TEWASCO/OT/01/ CLSG 11/2025-2026

TENDER NAME: **UPGRADE, CUSTOMIZATION, SUPPORT AND MAINTENANCE OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.**

INVITATION TO TENDER.

PROCURING ENTITY; TETU WATER AND SANITATION PLC

TENDER NAME: UPGRADE, CUSTOMIZATION, SUPPORT AND MAINTENANCE OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM TENDER NO: TEWASCO/OT/01/ CLSG 11/2025-2026

1. TETU WATER AND SANITATION PLC invites sealed tenders for the above mentioned tender.

2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested tenderers.

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8:00am to 5:00pm at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements,** Section V - Description of Services of the Tender Document.

4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fee of ksh 1000 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website *www.teawasco.co.ke*

5. Tender documents obtained electronically will be free of charge.

6. Tender documents may be viewed and downloaded for free from the website *www.teawasco.co.ke.* Tenderers who download the tender document must forward their particulars immediately to insert email address to facilitate any further clarification or addendum.

7. All Tenders must be accompanied by a tender Security.

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

9. Completed tenders must be delivered to the address below on or before **12th June 2025 at 10:00 am.** Electronic Tenders will not be permitted.

10. 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.

11. Late tenders will be rejected.

12. The addresses referred to above are:

Address for obtaining further information and for purchasing tender documents

TETU WATER AND SANITATION PLC
P.O. Box 1089 – 10100
NYERI
teawasco@gmail.com

Address for Submission of Tenders.

TETU WATER AND SANITATION PLC

P.O. Box 1089 - 10100

Nyeri

teawasco@gmail.com

Address for Opening of Tenders.

All hard copy tenders shall be opened in compliance with the Ministry of Health preventive measures and regulations by PPRA at the TETU WATER AND SANITATION PLC's Board Room, at the Headquarter Offices-Nyeri, (within District Water Offices -Kamakwa) in the presence of tenders' representative who choose to attend.

TETU WATER AND SANITATION PLC

P.O. Box 1089 - 10100

Nyeri

teawasco@gmail.com

PART 1 - TENDERING PROCEDURES.

SECTION I: INSTRUCTIONS TO TENDERERS.

A. General Provisions

1. Scope of Tender

1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are **specified in the TDS.**

2. Definitions

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

2.2 Throughout this tendering document:

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

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

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

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

3. Fraud and Corruption

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

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

3.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

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

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a

Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS.**

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

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

a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or

b) Receives or has received any direct or indirect subsidy from another tenderer; or

c) Has the same legal representative as another tenderer; or

d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or

e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or

f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer 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 contract specified in this Tender Document or

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

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

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

4.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.

4.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

4.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8.A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.

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

4.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

4.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

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

4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan

Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

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

4.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance 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:

1. 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
2. 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.

B. Contents of Tender Documents

6. Sections of Tender Document

6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

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

PART 2 Procuring Entity's Requirements

i) Section V - Requirements of the Information Systems
ii) Section VI - Technical Requirements
iii) Section VII - Implementation Schedule
iv) Section VIII - System Inventory Tables
v) Section IX - Background and Informational Materials

PART 3 Conditions of Contract and Contract Forms

i) Section VIII - General Conditions of Contract (GCC)
ii) Section IX - Special Conditions of Contract (SC)
iii) Section X - Contract Forms

6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of this tendering documents.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

7. Site Visit

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

8. Pre-Tender Meeting

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

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

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

8.4 The Procuring Entity shall also promptly publish anonym zed (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender 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 and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

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

10. Amendment of Tendering Document

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

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

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

C. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

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

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

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

b) **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;

4. All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause1.1(C):
   - System, General Purpose, and Application Software; or
   - Standard and Custom Software;

3. 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 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

15. Alternative Tenders

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

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion 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 the Procuring Entity on their own merits, pursuant to ITT 35.

16. Documents Establishing the Eligibility of the Information System

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

17. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

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

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

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

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

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

ii) If the contract has been awarded to that tenderer, the contract award will be set aside,

iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

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

18. Documents Establishing Conformity of the Information System

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

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

1. Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;
2. 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;
3. An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross- references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;
4. Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
5. 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 the Procuring Entity in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the TDS for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

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

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

19. Tender Prices

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:

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

6. 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;

7. 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 VATor 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

8. Inland transportation.

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

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

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

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

20. Currencies of Tender and Payment

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

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

21. Period of Validity of Tenders

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

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

22. Tender Security

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

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

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

A. cash;

B. a bank guarantee;

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

D. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

E. any other form specified in the **TDS.**

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

22.4 In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms or in another substantially similar format approved by the Procuring Entity prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 19.2.

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

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

2. The procurement proceedings are terminated;

3. The procuring entity determines that none of the submitted tenders is responsive;
4. A bidder declines to extend the tender validity.
5. 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:

i. if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or

ii. if the successful Tenderer fails to:

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

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

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

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

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

23. Format and Signing of Tender

23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 15, 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” all 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 to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

B. 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:

I) In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and

II) In an envelope marked “COPIES”, all required copies of the Tender; and,

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

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

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

25. Deadline for Submission of Tenders

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

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

26. Late Tenders

26.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

27. Withdrawal, Substitution, and Modification of Tenders

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

a) prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION; "and
b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

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

Form of Tender or any extension thereof.

28. Tender Opening

28.1 Except in the cases specified in ITT 24 and ITT 25.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 23.1, shall be as specified in the **TDS**.

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 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

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

28.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.

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

28.8 The Procuring **Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:**

a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) the Tender Price, per lot (contract) if applicable, including any discounts;
c) any alternative Tenders; and
d) the presence or absence of a Tender Security, if one was required.
e) number of pages of each tender document submitted.

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.

C. 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 Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

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

29.3 Notwithstanding ITT 27.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

30. Clarification of Tenders

30.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 32.

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

31. Deviations, Reservations, and Omissions

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

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

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

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

32. Determination of Responsiveness

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

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

a) **If accepted, would:**

  a. Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  b. Limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or

b) If rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

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

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

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

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

33. Non-material Non-conformities

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

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

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

34. Correction of Arithmetical Errors

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

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

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

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and 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 related to arithmetic error, in which case the amount in figures shall prevail.

35. Conversion to Single Currency

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

36. Margin of Preference and Reservations

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

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

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

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

37. Evaluation of Tenders

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

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

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

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

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

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

38. Preliminary Examination

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

39. Technical Evaluation

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

i. Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;
ii. 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;
iii. achievement of specified performance criteria by the Information System;
iv. 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;
v. type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;
vi. any other relevant technical factors that the Procuring Entity deems necessary or prudent to take into consideration;
vii. any proposed deviations in the tender to the contractual and technical provisions stipulated in the tendering documents.

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

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

c. 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 required to prepare the Eligibility and Qualification Criteria Form for each Lot.

40. Financial/ Economic Evaluation

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

i) 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, were priced competitively.

ii) Price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 31.3;

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

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

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

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

41. Comparison of Tenders

41.1 The Procuring Entity shall compare all substantially responsive Tenders in accordance with ITT 35.6 to determine the lowest evaluated cost.

42. Abnormally Low Tenders and Abnormally High Tenders

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

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

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

Abnormally High Tenders

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

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

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

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

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

43. Unbalanced and/or Front-Loaded Tenders

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

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

a) accept the Tender; or

b) 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 Qualifications of the Tenderer

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

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

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

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

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

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

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

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

D. AWARD OF CONTRACT

46. Award Criteria

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

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

a) When **rated criteria are used**: The Tenderer that meets the qualification criteria and whose Tender:
  a. Is substantially responsive; and
  b. 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:
  a. Most responsive to the tendering document; and

b. The lowest evaluated cost.

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

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

48. Notice of Intention to enter into a Contract/ Notification of Award

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

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

49. Standstill Period

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

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

50. Debriefing by the Procuring Entity

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

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

51. Letter of Award

51.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

52. Signing of Contract

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

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

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

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

53. Performance Security

53.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

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

54. Publication of Procurement Contract

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

a) Name and address of the Procuring Entity;

b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;

c) The name of the successful Tenderer, the final total contract price, the contract duration.

d) Dates of signature, commencement and completion of contract;

e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

55. Adjudicator

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

56. Procurement Related Complaints and Administrative Review

56.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

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

SECTION II - TENDER DATA SHEET (TDS).

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITT Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	A. General
ITT 1.1	The reference number of the Contract is **TENDER TENDER NO: TEWASCO/OT/01/ CLSG 11/2025-2026** The Procuring Entity is: **TETU WATER AND SANITATION PLC** The name of the contract is: **UPGRADE, CUSTOMIZATION, SUPPORT AND MAINTENANCE OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.**
ITT 2.3	The Information made available on competing firms is as follows: **N/A**
ITT 3.3	The firms that provided consulting services for the contract being tendered for are: **N/A.**
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: **3**
ITT 4.9	The Procuring Entity requires tenderers to be registered with **ICT Authority.**
	B. Contents of Tender Document
ITT 8.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: **TETU WATER AND SANITATION PLC** **P.O. Box 1089 – 10100** **Nyeri** *teawasco@gmail.com* Requests for clarification should be received by the Procuring Entity no later than: **seven 7 days before the deadline for tender submission.**
ITT 8.2	Web page: ***Not Applicable***
ITT 8.4	A Pre-Tender meeting **shall not** take place A site visit conducted by the Procuring Entity **shall not** be organized.
ITT 9.1	The Procuring Entity shall publish its response at the website www.teawasco.co.ke
	C. Preparation of Tenders
ITP 13.1 (k)	The Tenderer shall submit the following additional documents in its Tender:

1	Attach a copy of the certificate of Incorporation / Registration
2	Attach a valid copy of KRA Tax Compliance Certificate.
3	Bid Bond (Kshs. 50,000) from a bank or insurance approved by PPRA
4	Attach a Valid Business Trading License
5	Attach PIN Certificate
6	Provide a Valid certified copy of CR12 form issued by Registrar of Companies within the last six (6) months i.e., from tender advertisement date
7	Evidence of a permanent office for the bidding entity in the form of either office space lease/rent agreement/utility bills.

8	Written confirmation of authorization of the person signing the tender on behalf of the Tenderer. Attach a duly signed and stamped power of Attorney Commissioned by Commissioner for oaths or notarized by notary public
9	Attach a duly filled and signed Confidential Business Questionnaire as per the format provided in section IV
10	Attach a duly filled and signed Form of tender as per the format provided in section IV
11	Attach Duly filled and signed Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015, as per the format provided in section IV
12	Attach Duly filled and signed Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice as per the format provided in section IV
13	Attach Duly filled and signed Certificate of Independent Tender Determination as per the format provided in section IV
14	Attach Dully filled and signed declaration and commitment to the code of ethics form as per the format provided in section IV
15	Submission of Company Profile
16	Bidders shall submit the latest three years 2023,2022 & 2021 audited financial statements and a copy of the Auditors/Audit firms valid ICPAK practicing license for the respective years and a copy of a current certified license of the of the Auditor from ICPAK.
17	The bid document "Original" and "Copies" must be sequentially paginated /serialized. Bidders Must have set of their documents paginated (Serialized) to ensure compliance with section 78(5) of Public procurement and Assets Disposal Act, 2015.(From the first page in format 1,2,3,4 to the last page)
18	Tenderer Must Attach Copy of Certificates or accreditations from ICT Authority for: a) ICTA 1: Systems and applications b) ICTA : Cloud Computing
19	Must submit Software Manufacturer's Authorization or Patent Rights Declaration (Letter of authorization by the software developer if different from bidder) or proof of system ownership
20	Tenderers must provide certificates of registration as Data Processor and Data Controller from the office of the data protection commissioner (shall be verified online from the register of data processors)
21	Evidence of having undertaken similar works of similar magnitude (for all the modules bided for) in at least one company and the list of modules implemented in each utility.
22	Letters of recommendation from at least one company that the firm is currently serving, along with their contacts.
23	Must submit a copy of LPO/Letter of Award, a copy of the contract, a completion certificate, and a recommendation of successful implementation of an ERP system in at least one (1) company with a minimum contract value of **KES 5,000,000.00 (Five Million).**
24	Evidence of a valid Professional Indemnity Cover for the bidder for an insured sum of at least Kshs.5 million (Five Million Kenya Shillings). A policy document shall be attached.

ITT 15.1	Alternative Tenders ***shall not be*** considered.
ITT 15.2	Alternative times for completion **"shall not be** "permitted.
ITT 15.4	Alternative technical solutions **shall not** be permitted.
ITT 17.2	Prequalification **has not** been undertaken.

ITT 18.2 (a)	In addition to the topics described in ITT Clause 16.2 (a), the Preliminary Project Plan must address the following topics:
	i) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound ii) schedules (in GANTT format);
	iii) Implementation Sub-Plan;
	iv) Training Sub-Plan;
	v) Testing and Quality Assurance Sub-Plan;
	vi) Warranty Defect Repair and Technical Support Service Sub-Plan

ITT 18.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: **None**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 19.2	The Tenderer **must** tender Recurrent Cost Items
ITT 19.2 (a)	The Tenderer **must not** tender for contracts of Recurrent Cost Items not included in the main Contract.
ITT 19.5 (a)	Named place of destination is: **TETU WATER AND SANITATION PLC**
ITT 19.6	Named place of final destination (or Project site) is: **TETU WATER AND SANITATION PLC**
ITT 19.8	ITT 17.8 is modified as follows: **There is no modification to ITT 17.8**
ITT 19.9	The prices quoted by the Tenderer **shall not** be subject to adjustment during the performance of the Contract.
	The Tender price shall be adjusted by the following factor(s): **Not Applicable**
ITT 20.1	The Tenderer **is** required to quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 21.1	The Tender validity period shall be **120** days.
ITT 22.1	A Tender Security shall be required, the amount and currency of the Tender Security shall be ***Kenya shillings four hundred thousand (Ksh 500,000)***
ITT 22.3 (v)	The other Tender Security shall be **N/A**
ITT 23.1	In addition to the original of the Tender, the number of copies is **TWO (2*)***
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of **Power of Attorney.**
D. Submission and Opening of Tenders	
ITT 25.1	For **Tender submission purposes** only, the Procuring Entity's address is: TETU WATER AND SANITATION PLC Headquarter Offices-Nyeri, P.O. BOX 1089 – 10100, Nyeri, Kenya. (within District Water Offices -Kamakwa) Email: *teawasco@gmail.com*
IIT 25.1	**The deadline for Tender submission is:** Date: ***12th June 2025.*** Time: ***10:00 a.m.***
ITT 28.1	The Tender opening shall take place at: Tetu Water and Sanitation Plc Headquarter Offices – Nyeri P.O. BOX 1089 – 10100, Nyeri, Kenya. (within District Water Offices -Kamakwa) Date: ***12th June 2025.*** Time: ***10:30 a.m.***
ITT 28.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures **Not Applicable**
ITT 28.6	The Form of Tender and Price Schedules shall be initialed by **three (3)** representatives of the Procuring Entity conducting Tender opening.
E. Evaluation, and Comparison of Tenders	

ITT 33.3	The adjustment shall be based on the **highest** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
ITT 35.1	The currency(ies) of the Tender shall be converted into a single currency as follows: The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is **Kenya Shillings (Kshs.)** The source of exchange rate shall be: **Central Bank of Kenya**
ITT 36.2	Margin of Preference **shall not apply.**
ITT 36.4	The invitation to the tender is extended to the following group that qualify for Reservations **Not Applicable**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 40.2	Tenderers shall be **not allowed** to quote separate prices for different lots (contracts for Subsystems, lots, or slices of the overall Information System) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria. Discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders and such discounts ***shall* not** be considered in the price evaluation.
ITT 44.3	As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks prior to Contract award*: **Not Applicable***
ITT 46.1	The award will be made on the basis of **rated criteria** pursuant to ITT 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.
ITT 47.1	The maximum percentage by which quantities may be increased is: **Not applicable** The maximum percentage by which quantities may be decreased is: **Not Applicable** The items for which the Procuring Entity may increase of decrease the quantities are the following: **Not Applicable**
ITT 50.1	The successful bidder shall be required to submit a performance security of ten per cent 10% of the contract amount.
ITT 51.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: ***TETU WATER AND SANITATION PLC*** For the attention: **Managing Director** Postal Address: **P.O. BOX 1089-10100 Nyeri** Telephone: **0796 976 937** Email address*: teawasco@gmail.com* In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA.

TEWASCO will consider the following three categories of criteria to evaluate the tenders and tenderers.

a) Mandatory tender requirements
b) Technical capability assessment
c) Financial Evaluation

A) MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further

Evaluation stage	Requirement	Remarks
Preliminary Evaluation	Bidders shall be required to submit the following • Submit a written Power of Attorney on bidder's letter head for the authorized person to sign the tender on behalf of the bidder. • Certificate of registration or incorporation. • If the tenderer is a JV, it is properly constituted • Valid Tax Compliance Certificate • Tender security • ICTA 2: Systems and applications accreditation from ICT authority • Registration with the Office of the Data Protection Commissioner • Provide audited accounts for the last three years (2024,2023,2022). • Tenderer has not participated in more than one tender, expect for permitted alternative tenders • Tenderer has not been debarred by the PPRA or any other recognized institution. • Tenderer has no conflicts of interest. • The tender is valid for the required number of days. • Current and valid Business license • The tender is submitted in the required format and serialized • All Financial alterations if Any, must be countersigned by the bidder • Submit authority to seek references from the Bidders bankers and references • The required number of copies of the tender • All the information required in the tendering forms.	Note Bidders shall not proceed to the next evaluation stage if these documents are not submitted.
Technical	Bidders are required to read clearly the technical requirements. The total score for technical evaluation is (70 marks)	Note: Documents that fail to comply with the technical requirements shall be treated as non-responsive.

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

TECHNICAL EVALUATION

ITEM	DESCRIPTION	TOTAL MARKS
Specific & Contract Management Experience	Participation as contractor, management contractor, or subcontractor, in at least one **similar (1)** contract within the last Five **(5)** years, that have been successfully and substantially completed (attach L.P.O.s/L.S.Os or award letters, contracts and completion letters for each experience). Each experience @10 = 30 mks At least one contract must demonstrate: - Experience in ERP Implementation - Expertise in Billing and Revenue Management Systems - Expertise in System Integration with GIS, SCADA, or Other Systems	20mks
Adequacy and quality of the proposed methodology, and work plan	Bidders should provide a detailed implementation plan, including how the ERP system will integrate with TEWASCO's existing infrastructure. This should cover: 1. Workplan -5mks 2. Approach and methodology-10mks 3. Training plan - 2mks, 4. Support -3mks	20mks
Conformity to Technical Specifications	Evaluation of the proposed system against TEWASCO's functional and technical requirements: a) Functional, Architectural & Performance Requirements - 10 Marks b) Service Specifications – Supply & Installation - 6 Marks c) Technology Specifications – Compatibility with TEWASCO's ICT Infrastructure - 6 Marks d) Testing & Quality Assurance Procedures - 5 Marks e) Recurrent Cost & Maintenance Plan - 6 Marks	40mks

	f) Implementation Schedule & Go-Live Strategy - 7 Marks	
Qualifications and specific experience of key staff for the assignment	Provide CV's and Certification for at least 4 technical staff that you intend to attach for the execution of the contract if successful related to the assignment. 1. Project Manager: - At least a bachelor's degree in business information system, Computer Science, Engineering, IT or related ICT degree - Certification in Project Management (PMI) - Professional Certifications in Information Systems Implementation. - Enterprise Resource Planning (ERP) System Consultant - Minimum of 4 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)** 2. Software Engineer (10 Marks) - At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree -Professional Certification in system design and development (e.g MCTS, MCP etc). - Minimum of 4 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)** 3. Functional Consultant (10 Marks) - Bachelor's Degree (Attach Certificate) – 2 Marks - 5 years' experience in business analysis & at least 5 business analysis assignments (Attach CV & evidence of projects) – 8 Marks - Business Analysis Certificate (Preferred) 4. Integration Expert/Developer (8 Marks) - Bachelor's Degree (Attach Certificate) – 1 Mark - 8 years of experience & at least 5 similar system integration assignments (Attach CV & project details) – 6 Marks - Developer's Certification (Attach Certificate) 5. Database Expert (10 Marks) - At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree - Professional Certification in database administration - SQL Server Certified Technology Specialist Minimum of 4 Years specific work experience in ERP system installations **(Documental evidence to be attached of all copies of above documents)** **Each staff @ 5 = 20 mks**	20mks

TOTAL MARKS		**100 MARKS**

FINANCIAL EVALUATION

Financial Evaluation Criteria

The financial evaluation stage will entail:

a) Checking whether the following has been submitted
   - Summary of costs (including VAT)
   - Reimbursables and Miscellaneous costs (including VAT)

b) Calculate the financial proposal using the following formulae: -

Financial Score = 30 x P_L/P_C; where: -

P_L: Lowest priced financial proposal

P_C: Total bid value of the bid under consideration.

Combined score

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be considered for award of the tender.

The following formula shall be used:

T.S(70%) + FS(30%) = T.T.L (100%)

T.S = Technical score

Based on T.T.L bids will be ranked from the highest to the lowest.
The payment schedule will form part of the contract for the winning bidder.

Post qualification and Contract award (ITT 39), more specifically,

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

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

   i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of **Kenya Shillings ten million (Ksh 10,000,000)**

   ii) Minimum average annual turnover of **Kenya Shillings five million (Ksh 5,000,000),** equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three years.

iii) At least two (2) 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 contract should demonstrate experience in ERP System Implementation, Expertise in Smart Metering and Meter Management Systems and demonstrate expertise in System Integration with GIS, SCADA, Billing, and Other Systems.

iv) Contractor's Representative and Key Personnel as per the attached schedules

v) Contractors key equipment listed on the table "Contractor's Equipment"

a) **History of non-performing contracts**:
Tenderer and each member of JV incase 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 five 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 five years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

1. QUALIFICATION FORM SUMMARY.

1	2	3	4	5
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Procuring Entity's Use (Qualification met or Not Met)***
1	Nationality	Nationality in accordance with ITT 4.5	Forms ELI – 2.1.1 and 2.1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 4.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6	Form of Tender	
5	State owned Entity of the Procuring Entity country	Compliance with conditions of ITT 4.7	Forms ELI – 2.1.1 and 2.1.2, with attachments	
6	United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8	Form of Tender	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1st January 2020.	Form CON-2	
8	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and ITT 20.10	Form of Tender	
9	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1st January *2020*	Form CON – 2	

11	Financial Capabilities	(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 requirements estimated as Kenya Shillings ***ksh 10 million*** equivalents for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate	Form FIN – 3.1, with attachments	

1	**2**	**3**	***4***	***5***
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Procuring Entity's Use (Qualification met or Not Met)***
		sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for 2024,2023 and 2022 shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.		
12	Average Annual Turnover	Minimum average annual turnover of ***Kenya Shillings (5) million***, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *three* years, divided by *three* years	Form FIN – 2.3.2	
13	General Experience	Experience under contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last *three years,*	Form EXP – 2.4.1	
14	Specific & Contract Management Experience	A minimum number of three similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor in the last three years	Form EXP 2. 4.2	

2. Personnel

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

No.	Position	Information System Experience
1	Project Manager	1. At least a Bachelor Degree in Business Information System, Computer Science, Engineering, IT or related ICT degree 2. Certification in Project Management (PMI) 3. Professional Certifications in Information Systems Implementation. 4. Enterprise Resource Planning (ERP) System Consultant **5.** Minimum of 4 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)**
2	Software Engineer	1. At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree 2. Professional Certification in system design and development (e.g MCTS, MCP etc). **3.** Minimum of 4 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)**
3	Database Expert	1. At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree 2. Professional Certification in database administration 3. SQL Server Certified Technology Specialist **4.** Minimum of 4 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)**
4	Functional Consultant	1. Bachelor's Degree (Attach Certificate) 2. 5 years' experience in business analysis & at least 5 business analysis assignments (Attach CV & evidence of projects) 3. Business Analysis Certificate (Preferred)
5	Business Intelligence Consultant	1. At least a Bachelor of Science in Statistics and Programming, Computer Science, Engineering, IT or related ICT degree 2. Professional Certification in business intelligence (e.g. MCSA etc.) **3.** Minimum of 3 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)**

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

3. Subcontractors/vendors/manufacturers

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

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

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

SECTION IV – TENDERING FORMS

1. FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

1.*All italicized text is to help the Tenderer in preparing this form.*

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

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

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

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

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

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

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

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

3.**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;

4.**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*];

5.**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*];

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

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

b. 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*];

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

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

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

4.**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;

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

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

Name of Recipient	Address	Reason	Amount

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

7.**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;

8.**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

9.**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*]

10. **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.

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

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

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

1. Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
2. Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
3. Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
4. 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*].

2. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instructions 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.

- **Tenderer's details**

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

	ITEM	**DESCRIPTION**
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

- **Sole Proprietor,** provide the following details.

  Name in full______________________________Age_________________________________
  Nationality________________________________Country of Origin______________________
  Citizenship _________________________________

- **Partnership,** provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

- **Registered Company,** provide the following details.

  a. Private or public Company ____

  b. State the nominal and issued capital of the Company

  Nominal Kenya Shillings (Equivalent)..

  Issued Kenya Shillings (Equivalent)...

  c. Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

  If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

- **Certification**

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

Full Name____ Title

orDesignation____

____________________________ ____________________________

(Signature) *(Date)*

1. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

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

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

d. 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:

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

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

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

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

(g) 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;

f. 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;

g. 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;

h. 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]

2. 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: -

i) 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.

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

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

…………………………………. ………………………………. ………………………

(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

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

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

i) 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.

ii) 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.

iii) 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).*

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

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

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

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory…...................……………………………………….

Sign………..………..............................

Position………………………..…………...………………

Office address…………………………………………………........................……

Telephone………………………………. E-

mail…………………………………...………

Name of the Firm/Company………………………...…......

Date………………………………………………...…...

(Company Seal/ Rubber Stamp where applicable)

Witness

Name………………………………………………..

..

Sign………………………………………………...

Date………………………………………………………..

4. APPENDIX 1 – FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 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.

a) Requirements

(i) 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: -

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

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

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

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

1. Shall not take part in the procurement proceedings;
2. shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
3. 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.

f) 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;

g) 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.

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

1. Defines broadly, for the purposes of the above provisions, the terms:
    a. "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:

i. 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

ii. 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.

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

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

3. 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;

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

5. 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

6. 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.

PRICE SCHEDULE FORMS

Note 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

[insert:]

- 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.

- 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.

1. Pricing

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.

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

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

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

1. Grand Summary Cost Table

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

Name of Tenderer: ____

____ Date ____________________

Authorized Signature of Tenderer:

2. Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT17 and 18.

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

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

Name of Tenderer:____

____Date_____________________

Authorized Signature of Tenderer:

2. Recurrent Cost Summary Table

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

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____

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

Authorized Signature of Tenderer:______________________________________

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE

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

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

2. Form ELI-1 Tender Information Form

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

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

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

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

1. Tenderer's Name [*insert Tenderer's legal name]*

2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*

3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*

4. Tenderer's year of registration: *[insert Tenderer's year of registration]*

5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information

Name: *[insert Authorized Representative's name]*
Address: *[insert Authorized Representative's Address]*
Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*
Email Address: *[insert Authorized Representative's email address]*

7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.

☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.

☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:

35 Legal and financial autonomy
36 Operation under commercial law
37 Establishing that the Tenderer is not under the supervision of the Procuring Entity

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

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

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

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

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

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

__________________________pages

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

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

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

Tenderer's Legal Name:________________________________Date:____________________ JV

member Legal Name:________________________________ ITT No.: ________________

Age of________________pages

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

5. Form EXP – 1 Experience – General Experience

Tenderer's Legal Name:____Date:_ JV

Member Legal Name:____ITT No.: ___

_______________ Page_________________of____________pages

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

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

6. **Form EXP – 2 Specific Experience**

Tenderer's Legal Name: _____________________________ Date: ______________________
JV Member Legal Name: __________________________ ITT No.: ___________________

Page ________ of ________ pages

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

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

Tenderer’s Legal Name: ____________________________ Page _______ of _______ pages
JV Member Legal Name: ____________________________

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

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

Name of Tenderer or partner of a Joint Venture.

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

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

9. Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name: ____Date: ______________________________

JV Member Legal Name: ______________________________________ITT No.______________________________

Page _______ of _______ pages

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

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

10. Form FIN – 2 Average Annual Turnover

Tenderer's Legal Name: ____ Date: ____________________

JV Member Legal Name: ____ ITT No.: _________________

Page _______ of _______ pages

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

---

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

11. Form F – 3 Financial Resources

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

Financial Resources		
No.	**Source of financing**	**Amount (Kenya Shilling equivalent)**
1		
2		
3		
4		

12. Personnel Capabilities

i) Key Personnel

Name of Tenderer or partner of a Joint Venture

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

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

ii)Candidate Summary

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

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

From	To	Company/Project/ Position/Relevant technical and management experience

iii) Technical Capabilities

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

iv) Manufacturer’s Authorization

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

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

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

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

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

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

Duly authorized to sign the authorization for and on behalf of:______*[insert: **Name of Manufacturer**]* Dated this__*[insert: **ordinal**]* day of ______ [*insert: **month***], *[insert: **year***]. *[add Corporate Seal (where appropriate)]*

v)Subcontractor's Agreement

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

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

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

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

Name *[insert: **Name of Officer**]*in the capacity of________________*[insert: **Title of Officer]*** Signed_____________________ Duly authorized to sign the authorization for and on behalf of:__*[insert: **Name of Subcontractor**]*

Dated this____*[insert: **ordinal**]* day of____________[*insert: **month***], _______ *[insert: **year***].

[add Corporate Seal (where appropriate)]

vi) List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

13. Intellectual Property Forms

Notes to Tenderers on working with the Intellectual Property

Forms

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

i) Software List

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

14. Conformance of Information System Materials

a) 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):

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

39.3 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.

39.4 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.

39.5 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.

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

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

ii) Technical Responsiveness Checklist (Format)

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

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

Beneficiary:____

Request for Tenders No:

____

Date:____

TENDER GUARANTEE No.:______________________________

Guarantor: ____

35 We have been informed that____________________________(here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of_____________________________________ under Request for Tenders No.________________________(“the ITT”).

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

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

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

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

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

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

____

[signature(s)]

FORM OF TENDER SECURITY [Option 2 – Insurance Guarantee]

TENDER GUARANTEE No.: __________

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

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

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

c) NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

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

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

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

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

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

___________________________	_________________________________
[Date]	*[Signature of the Guarantor]*
___________________________	_________________________________
[Witness]	*[Seal]*

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

TENDER – SECURING DECLARATION FORM {r 46 and 155(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:

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

(ii) 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.

(iii) 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.

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

Signed: ………………………………………………………………………...

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

Name:

…………………………………………………………………………………………..

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

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

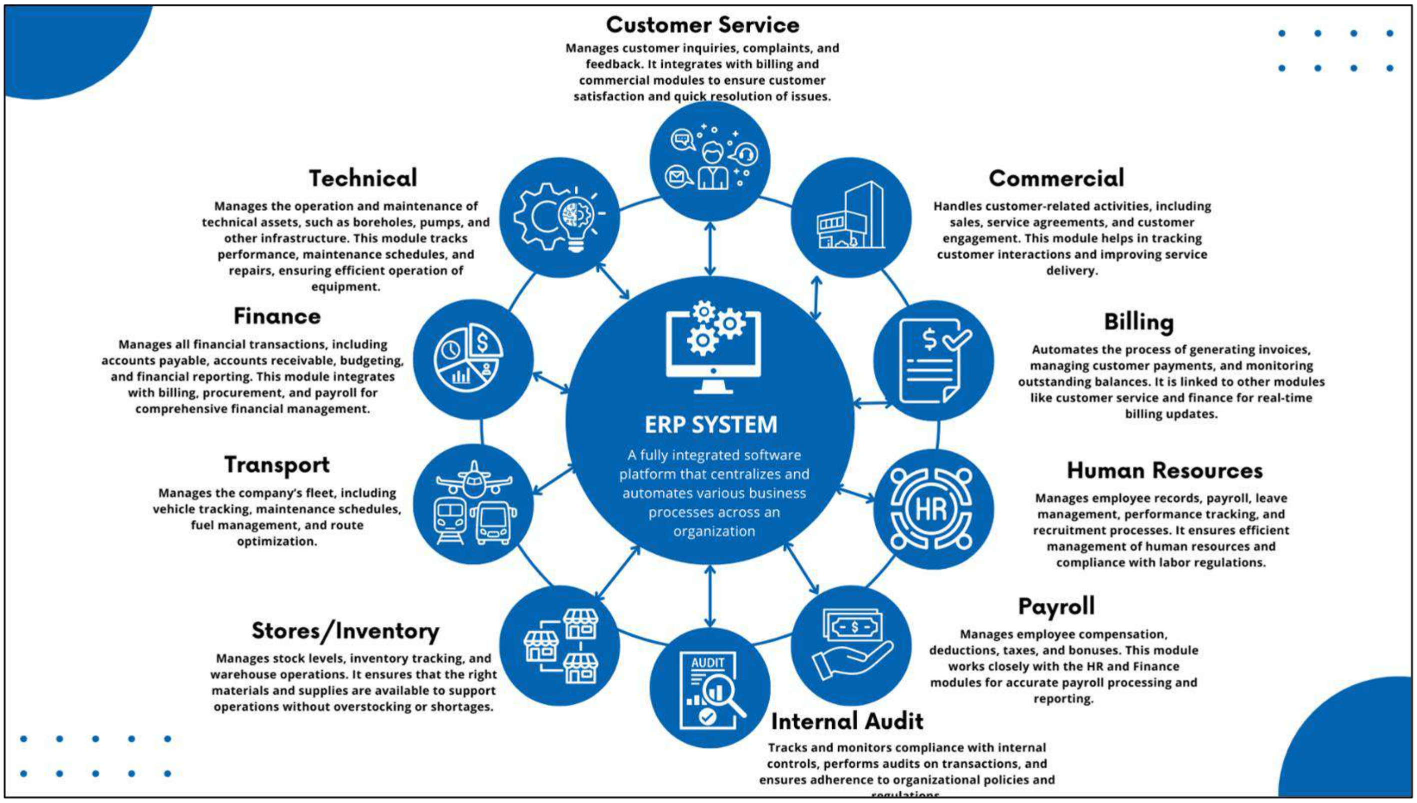
Seal or stamp

PART 2 - PROCURING ENTITY'S REQUIREMENTS.

SECTION V- (REQUIREMENTS OF THE INFORMATION SYSTEM)

TEWASCO is currently using **Quick Water**, a Visual Basic (VB)-based, on-premises system for managing its ERP functions. This system is accessed only on-site, with no remote access options available.

As part of their modernization efforts, TEWASCO plans to upgrade to an online platform to enhance efficiency, streamline operations, and improve integration across departments. The expected modules in the system are shown in figure 1 below. The upgraded system must fully meet all the functions outlined in the “Functional Requirements” section below.



ERP SYSTEM

A fully integrated software platform that centralizes and automates various business processes across an organization

Customer Service

Manages customer inquiries, complaints, and feedback. It integrates with billing and commercial modules to ensure customer satisfaction and quick resolution of issues.

Commercial

Handles customer-related activities, including sales, service agreements, and customer engagement. This module helps in tracking customer interactions and improving service delivery.

Billing

Automates the process of generating invoices, managing customer payments, and monitoring outstanding balances. It is linked to other modules like customer service and finance for real-time billing updates.

Human Resources

Manages employee records, payroll, leave management, performance tracking, and recruitment processes. It ensures efficient management of human resources and compliance with labor regulations.

Payroll

Manages employee compensation, deductions, taxes, and bonuses. This module works closely with the HR and Finance modules for accurate payroll processing and reporting.

Internal Audit

Tracks and monitors compliance with internal controls, performs audits on transactions, and ensures adherence to organizational policies and regulations.

Stores/Inventory

Manages stock levels, inventory tracking, and warehouse operations. It ensures that the right materials and supplies are available to support operations without overstocking or shortages.

Transport

Manages the company’s fleet, including vehicle tracking, maintenance schedules, fuel management, and route optimization.

Finance

Manages all financial transactions, including accounts payable, accounts receivable, budgeting, and financial reporting. This module integrates with billing, procurement, and payroll for comprehensive financial management.

Technical

Manages the operation and maintenance of technical assets, such as boreholes, pumps, and other infrastructure. This module tracks performance, maintenance schedules, and repairs, ensuring efficient operation of equipment.

Figure 1: The expected fully integrated modules

1. Technical Requirements

	TECHNICAL SPECIFICATIONS	***Bidder’s Response (Yes/No)***	***Comments/Remarks***
1	The ERP system must have capability to be viewed in different devices (mobile, tablet, computer) and operating systems without distortion of information and user interface		
2	Scalability and Performance – ERP system must have 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 Application, Web Servers, Database Servers, Application Integration Servers, and all other solution components		
3	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		
4	Manageability – All the components of the ERP system should be able to		

	TECHNICAL SPECIFICATIONS	***Bidder's Response (Yes/No)***	***Comments/Remarks***
	be managed remotely. System to 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.		
5	Architecture - The system should support a multi-tier architecture with each tier fully independent. It should have the ability to integrate with Active Directory (for authentication) and email system and also provide a flexible API for system integration and application development.		
6	The system should provide a modular facility to customize the document management interface to meet specific functional requirements		
	Security		
7	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 setting 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 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 username, date and time The system should ensure that the audit trails remail unalterable Audit trail on users, functions accessed with details of transactions posted to a secure log file Maintain disk storage of audit trail log file (log password restricted) 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		
	System Integration		
8	Seamlessly integrate with relevant existing systems and allow for future integration too The solution/interface needs to be integrated with the back-end government systems (if any), among others for effective transfer/retrieval of information to and from the backend application Should support both Synchronous and Asynchronous communication (message exchange) with the backend business applications The integration should enable system administrators to easily surface documents in the system, allowing them to: i) Link to one or more individual documents selected from the system ii) Create lists of documents based on specific selection criteria e.g. library, folder or metadata iii) Insert links to individual documents inside rich text areas iv) Easily give access to documents in other systems by selecting		

	TECHNICAL SPECIFICATIONS	***Bidder's Response (Yes/No)***	***Comments/Remarks***
	libraries, for folders or individual files v) Allow users to edit and add documents directly to system		
	Workflow		
9	1) The bidder is to automate all the processes 2) Develop workflow for each of the processes and allow for proper management of the same. The workflow should be accessible anywhere. 3) The system should support authorized users to forward records/documents for approval in a predefined and flexible route. 4) 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, by filtering using the user login ID 5) The System should provide for hosting of commonly used forms and documents so that users can open, fill, sign and forward them for processing and online approval without printing them. 6) System should allow for digital signature for online approvals 7) Creation of different action codes (attributions) for different tasks 8) Automatic alerts e.g. e-mail, Short Message Service etc. or notification for pending work to officers 9) Clear overview in one window of all attributions to a person or to a department (reminders diary) 10) Search for persons/departments and their attributed, closed, open and overdue attributions 11) Version control for documents 12) The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path. 13) 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. 14) The system should provide a facility for assigning tasks and deadlines for users in a work flow. 15) The system should provide for the change of deadlines based on user requirements		
	Documentations		
10	• Provide technical documentation detailing how the system has been set up 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		

	TECHNICAL SPECIFICATIONS	***Bidder's Response (Yes/No)***	***Comments/Remarks***
	• On-going support, user management and system administration • On-going maintenance of application and database server • Provide technical documentation detailing core integration		
	Notifications		
11	The system should have a capability sending notifications to the relevant user/stakeholder		
	Business Continuity		
12	Ability to create scheduled backups of system data. System should allow different backups including daily, weekly among others as well as remote backups, online backups and multiple backups and real-time replication		
13	Have multi-user capability: with many users logging in at the same time (Network operating systems and Database systems).		
14	The system be accessible over LAN and WAN using client server.		
15	Run on Relational Database Management System such as SQL, Oracle, Sybase, or DB2.		
16	Provide Detailed Operational and Maintenance Manuals and Online Reference Manual.		
17	Training Operators on daily operations of the system.		
18	Training IT staff on management and user support of the software.		
19	Capable of interfacing with the popular spreadsheets for production of ad hoc reports.		
20	Separation of business application system access and administration from that of Database Administration and Operating System access and administration.		
21	Extract, transform (where necessary) and load all existing Finance and Human Resource data from legacy automated systems, soft copy, printed files and other materials		
22	Transactions made in one module should be transparent to other modules		
23	The system should be modular allowing phased implementation of additional modules.		
24	The system must be adaptable and scalable with changing technology		
25	A comprehensive work plan showing the scheduling of project tasks and resource allocation.		
26	A clear statement to offer warranty for a period of one year and post warranty support of at least two years.		
27	Vendors must have an existing helpdesk to provide 24X7 support for system to be offered by the bidder during the contract period		
28	Valid Dealership/Partnership agreement from the proposed OEM's/manufacturer confirming authorization of the bidder to submit a bid(Exemptions will be made where the OEM manufacturer is the one bidding, though evidence will be expected)		
29	Software licensing clearly stated including annual maintenance if any.		

	TECHNICAL SPECIFICATIONS	***Bidder's Response (Yes/No)***	***Comments/Remarks***
30	Draft 5 Year SLA attached in bid document		
31	The system should be user friendly, menu driven with extensive online help facilities.		
32	The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable TEWASCO accommodate future changes.		
33	Reports: Have ad hoc report writer that will enable TEWASCO to design and tailor existing reports to meet specific reporting requirements. Statutory and user defined reports and queries for each module		
34	Transaction Rollback After Crash, System Integrity Check for file and data corruption.		
35	Solution is web enabled and support XML and XHTML.		
36	Ability to integrate with existing email service		
37	Every subsystem/module should have an analytic dashboard and also have executive dashboard for senior management.		
38	Provide the ability for the System to be upgraded without loss of data or user defined fields.		
39	Ability to establish and assign common user profiles		
40	The system should be practical and easy to use for customers and TEWASCO staff involved in data collection, verification and enforcement.		
41	Provision of reports and dashboards for monitoring performance of core functions within TEWASCO		
42	Easy to use for TEWASCO and accessibility via different platforms such as Web, Android, Windows, iOS, and other platforms		
43	Vendor should provide the minimum and optimal technical specifications required for your proposed system, such as server, drive space, etc.		
44	Provision of training manuals/reference materials Support and maintenance		
45	Provide 24/7/365 99.9% availability of the system. A comprehensive 5 Year Service Level Agreement (SLA) to be provided by the bidder.		
46	Providing upgrades, troubleshooting and fixes to the system.		
47	Providing a help line which users of the system can call to report any problems		
48	**Cloud Hosting** The ERP will be hosted on Cloud. Bidder to provide technical specifications and architecture on the hosting platform proposed. Hosting		

	TECHNICAL SPECIFICATIONS	***Bidder's Response (Yes/No)***	***Comments/Remarks***
	cost to be included in the final bid pricing.		
	Bidder's technical reasons supporting compliance:		
	Bidder's cross references to supporting information in Technical Bid:		

For better understanding of the table below, use the key below

FS	Fully Supported
PS	Partially Supported
C	Customization Required
NS	Not Supported

2. Functional Requirements

1. FINANCE AND ACCOUNTING MANAGEMENT MODULE						
	Chart Of Accounts System Requirements	**FS**	**PS**	**C**	**NS**	**COMMENTS**
1.	One must be able to define and maintain the structure of the Chart of Accounts					
2.	The system should allow for the same Chart of Accounts that can be used by multiple Company setups					
3.	The Chart of Accounts must provide for a unique alpha-numeric, flexible account code Structure.					
4.	The Chart of Accounts must provide for user-defined number of segments					
5.	Changes to the Chart of Accounts must be controlled and require necessary approval or amendment to be restricted to authorized personnel					
6.	The system must be able to maintain budgets tied to specific General Ledgers (GLs)					
7.	The system must be able to create/setup GL accounts and deactivate the same without erasing					
8.	Enable the viewing and extraction of GL accounts listing					
9.	The chart of accounts MUST be flexible to accommodate the future business expansions in the segments & GL codes					
10.	The system MUST have the capability to create sub ledgers within the accounts defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.					
11.	The application should facilitate summary account reporting based on all dimensions available in the database					
12.	The system must be able to support reporting on different reporting templates					
13.	The application MUST have the capability to generate parent-child within the accounts defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.					
Reporting Requirements For The Chart Of Accounts						
14.	Dynamic reports with the provision for a drill-down capability.					
15.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools					

16.	Reports with the following parameters: ✓ Expenditure/Revenue by GL code either individually or as consolidated ✓ Expenditure/Revenue by Cost center ✓ Supplier/Staff/Customer accounts ✓ Budget Vs Actual expenditure ✓ Based on posting date, date of data capture ✓ Reversed journals ✓ Based on transaction numbers, type, document totals etc.					
17.	Able to translate amounts from functional currency or source currency in the originating ledger, based on a specified exchange rate					
18.	Should be able to perform foreign exchange gain/loss per transaction and post in the designated account.					
19.	The application MUST support currency Conversion:					
20.	The application MUST support currency Revaluation.					
21.	The application MUST maintain all effective exchange rates for all foreign currency transactions.					
22.	The system must be able to support the Kenya Shilling as the functional currency and should further be able to support other currencies.					
23.	The system should allow upload of currency exchange rates downloaded in predefined file formats					
24.	Ability to setup periodic foreign currency rates in the system. All foreign currency transactions will be converted to local currency at rates held on the system					
25.	Ability to override system rates and enter transaction specific rates. This should be restricted to authorized individuals and an audit trail should be retained					
26.	For each foreign transaction the currency code, currency amount and base currency amount should be retained on the system					
27.	Ability to provide a facility to revalue foreign currency balances and generate appropriate postings to an unrealized currency gains/losses account					
28.	On transaction enquiries the system should display the foreign currency value, base currency at historical rate and base currency at current rates					
Reporting Requirements For Currencies						

29.	Dynamic reports with the provision for a drill-down capability.					
30.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools					
31.	Reports with the following parameters: ✓ Foreign currency trends ✓ Currency loss/gain per transaction ✓ Currency loss/gain translation at defined periods ✓ Invoices/Credit Notes/Debit Notes in foreign currency					
32.	The system must be able to create and post automatic journal entries					
33.	The system MUST provide a facility to input, update, copy, balance, and post the Journals. Journal Voucher Number MUST be automatically generated by the system.					
34.	The system MUST restrict updates to the GL of a Journal Voucher after posting.					
35.	The system must allow the holding of journal entries pending approval.					
36.	The system must enable held journals to be viewed and posted					
37.	For any transaction posted through this system, it must allow for Correction or reversal of the same through an approved workflow process					
38.	When reversing a transaction, the system must maintain the previous transaction historically without erasing. However, for rejected journals, the system should cancel the transaction without keeping its record.					
39.	The system should be able to handle different types of journals					
40.	The system must be able to maintain a history of full details of all transactions and avail them for printing when required					
41.	Maintain a closed period history on-line.					
42.	A facility to enable enquiry on archived data and reports					
43.	The system must be able to import/upload journal vouchers in batch from a Spreadsheet document or text files. There should be workflow for approving such uploads.					
44.	The system must be able to export journal transactions in batch to spreadsheet or text file					
45.	The application MUST have categories for single journals and batches					

46.	The application MUST provide the capability to identify source documents or module references which are associated with the journal entry (e.g., Invoice No., Payment Voucher No., Telephone No. etc.) for reporting purposes.					
47.	The application SHOULD provide for Recurring Journals.					
48.	Recurring Journal Entries may be based on templates with predefined schedules.					
49.	Posting to control accounts must only take place via business partners (employees, customers, suppliers etc)					
50.	The system must provide for period closing functionality					
Reporting Requirements For Journals						
51.	Dynamic reports with the provision for a drill-down capability.					
52.	Reports with the following parameters: ✓ Foreign currency journals ✓ Journals reports by preparer, reviewer, date posted etc ✓ Journals held (pending posting) ✓ Journal reversal ✓ Journals by date/user defined period					
53.	The system must have a mechanism for defining a financial year and setting up accounting periods it contains.					
54.	The system should be able to close accounting periods at pre-defined frequencies					
55.	The system must allow for setup and updating separate accounting periods for adjusting and closing entries					
56.	The system should only allow posting to the current period. Posting to closed periods must be subject to approved workflow procedure. Future posting MUST NOT be allowed.					
57.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools					
58.	Reports with the following parameters: ✓ Notifications on due date ✓ Change of dates ✓ Calendar by due date ✓ Calendar by competed activities ✓ Calendar by pending activities					
Other General Ledger Requirements and Setting up General Ledger Parameters that will ensure:						
59.	Ledger validity and approvals are captured					
60.	Handling of bank payments (A function on its own)					

61.	Definition of currency rules such as payment limits, currency rates, tolerance levels, and other currency related parameters					
62.	Authorization matrix					
63.	Unique identification/numbering of all transactions					
64.	Audit trail showing name of originator, details of the GL affected, date, etc.					
65.	Query functionality must be sufficient to query all information that has been captured					
66.	Capable of allocating costs across cost centers					
67.	The system must be able to consolidate several general ledgers into one at reporting					
68.	The system should enable one to preview all open items such as open purchase orders, open invoices, etc.					
69.	Ability to meet requirements of the following types of tax and have provision for setting up any additional tax requirements: ✓ Corporation taxes ✓ Withholding taxes ✓ Withholding Value Added Taxes ✓ Pay As You Earn (PAYE) ✓ Value Added Tax (VAT) ✓ Any other defined taxes ✓ Reverse VAT					
70.	The system must import opening balance of assets & liabilities (suppliers, customers, staff loans, Staff advances etc.)					
71.	The system must have facility for adjusting entries after closing of the posting period/ financial year.					
Reporting Requirements for Other General Ledger Requirements						
72.	The system must allow for posting of invoices based on LPOs/LSOs, GRNs or on account. It should allow for capturing of all invoice details					
73.	The system must provide for raising of payment voucher based on invoice posted. Payment maybe full or partial payment.					
74.	The system must allow advance payment (down payment) based on purchase document.					
75.	The system must have provision for cancellation/reversal of posted invoice					
76.	The system must have a facility for capturing supplier credit note					
77.	The system must link an invoice with the approval request (requisition) and the expenditure item					
78.	The system must calculate tax for vendor invoices and record tax transactions separately. The system must support different taxes and tax rates on an					

	invoice.					
79.	Automate the generation of remittance advice and tax certificate					
80.	The system should be able to process payments in multiple currencies, capture the foreign exchange rate, and date.					
81.	The system must have controls that prevent duplicate processing of payments or over-payment.					
	Accounts Payables Requirement					
82.	Integrated with GL and provides capability to update GL with Accounts Payable transactions					
83.	The system should be able to indicate payment type: cash, physical cheque, EFT, Card, Mobile money transfer/pay, and RTGS					
84.	The system must be able to maintain a complete payment history and enable extraction for analysis					
85.	The system should automatically notify the payment recipient upon completion of the payment process.					
86.	System should be capable of grouping several invoices to be settled as a single payment or settled individually					
87.	Support matching: Requisition, Purchase/Service Order, Goods/Service Receipt Note, Invoice & payment:					
88.	The system should be able to close a purchase order upon payment of the full amount. The system should also be able to close unutilized commitments.					
89.	The system must be able to create and maintain supplier payment information (if not captured in the procurement when creating a supplier)					
90.	The setting up of all supplier details should be via a workflow/process					
91.	The system must interface with the procurement module so as to be able to retrieve all other supplier master details relevant for the payment.					
92.	The system must be able to capture payment terms such as payment discount conditions and penalty conditions.					
93.	The system must interface with the HR module so as to be able to retrieve employee master details relevant for payment.					
94.	The system must be able to interface with the online banking platforms for uploading approved payments and notifications from the bank (accepted/rejected payments).					
95.	The payment application MUST stop payment clearance for all the vendors whose payments are on hold due to specific reasons					

96.	The application MUST support payment interventions such as partial payments, stop payments, void payments, write off etc.					
Reporting Requirements for Accounts Payables Requirements						
97.	• The system must be able to generate the following AP reports: ✓ Invoice Aging Report (using specific criteria -- department, date range, specific vendor or all vendors and suppliers) ✓ Down payments/payment advances listing ✓ Supplier Payment history report ✓ Supplier statement ✓ Contract Payment history report ✓ Payment History Report					
Accounts Receivables Requirement						
98.	Ability to record different types of receivables and revenues					
99.	Integrated with GL and provides capability to update GL with Accounts Receivable transaction					
100.	Ability to bill based on various or combination of billing types with variable rates by customer					
101.	The system must be able to automate the receipting process and generate Payment Receipt.					
102.	The system must be able to update accounts receivables and cash/bank as a result of receipting					
103.	The application MUST provide facilities to query accounts receivables					
104.	The system should be configurable so as to allocate receipts into various GL accounts.					
105.	The application must be able to restrict posting of receipts by users to specific accounts.					
106.	The application MUST support the reversals, corrections of the payments and the receipts.					
107.	The application MUST capture receipts other than revenue.					
108.	The application MUST allow matching of receipts to invoices based on different parameters like customer id, name, invoice numbers etc.					
109.	The receivable module MUST define Payment terms such as penalties and/or fines.					
110.	The system must allow one to print a comprehensive customer account statement showing all transactions.					
111.	The application must be able to process receipts in multiple currencies					
112.	The system should be able to produce cumulative					

	reports on receipts per customer, per bank, etc.					
113.	The application should interface with the banks so as to support creation of automatic receipts based on the bank files having customers depositing the cash directly into the corporate bank accounts.					
114.	The application should interface with other revenue collection points (eg. Mpesa) so as to support creation of automatic receipts based on the generated files having customers depositing cash at those points while updating the corporate bank accounts and customer water accounts.					
115.	The system must be able to interface with other modules so as to be able to retrieve customer details (such as: customer codes, customer name, location, contact details, etc.) and invoices being settled (services, penalties, etc.).					
116.	The system must be able to set up payment parameters for customers such as: currency of payment, payment frequency, etc.					
117.	The system must be able to handle suppliers who are also customers.					
118.	The system must be able to detect duplicate customers by comparing a combination of unique customer details like the WSPs internal generated numbers and the ID Numbers.					
119.	The system must be able to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.					
120.	Alerts and notifications when accounts receivables are due.					
121.	The system must be able to produce exceptional reports so as to determine customers whose credit limit is older than a specified number of days.					
122.	The System MUST generate dunning or collection letters, to have credit limit and credit hold functions.					
123.	The system should be able to handle payments in excess of the receivable amount					
124.	Ability to define Customer credit policies/limits.					
125.	Ability to track a customer’s credit balance and issue alerts upon attainment of a set threshold.					
126.	The system must support bad debt provisioning.					
127.	The application MUST have write off limits defined for users and inbuilt approval process for bad debts or adjustments.					
128.	The application should be able to generate disconnection notices for all overdue accounts					
Reporting Requirements for Accounts Receivables						
129.	The system must be able to generate the following					

	AR reports: ✓ AR Aging Report: Using specific criteria -- department, date range, specific customer or all customers. ✓ The report MUST have details in terms of payment terms, customer profile class, customer category, the amount overdue and the payment mode. ✓ Aging report categorizes receivables from clients based on time intervals: ✓ Down payments/payment advances listing ✓ Customer Payment history report ✓ AR posting status reports per period ✓ Cash Receipts Report ✓ Cheque Receipts Report ✓ Customer Statement					
Imprest Management Requirement						
130.	The system must be able to address imprest management process					
131.	The system should have an employee self-service functionality that allows the staff to clear all outstanding balances before they apply for new per diem/imprest.					
132.	The system must embed a workflow for application, verifying, reviewing and approving staff imprest online					
133.	The system must have a facility for defining per diem rates applicable to staff based on job group for different towns					
134.	The system must interface with the requisition module.					
136.	The system should have an employee self-service functionality that allows the staff to Apply and account for outstanding balances before they apply for new imprest.					
137.	The system should automatically reject imprest application for staff with unclearly advances					
138.	The system should automatically reject imprest application for staff not included in the requisition.					
139.	The system must embed a workflow for verifying, reviewing and approving accountability of staff imprest					
140.	The system must have a facility for uploading accountability supporting documents.					
141.	Imprest Management module should be interfaced with payroll processing component to enable correct recovery of overdue per diem/imprest to the employee. This process is subject to approval by an authorized user					

142.	The system should enable posting of imprest and their accountabilities entries to the GL.					
143.	Raise alerts/Reminders or notifications on overdue petty cash/imprest both to the applicant and the issuer (cash office/Finance).					
144.	The system must be able to generate the following imprest management reports: ✓ Imprest disbursements by individual/amount/date/division/department ✓ Ageing staff imprest ✓ Aging report categorizes receivables to clients/staffs based on time intervals ✓ Client/staff Payment history report ✓ Client/staff Statement					
Petty Cash Management						
145.	The system must be able to capture petty cash payments.					
146.	Staff must be able to apply for petty cash request online with the defined limits.					
147.	All applications should be approved online and staff notified					
148.	System must have a workflow for processing approved petty cash requests.					
149.	Automatic tracking of petty cash balance for purposes of replenishment.					
150.	The system should provide for definition of petty cash float limits. The system must raise alerts when the limits are exceeded.					
151.	The system should enable posting of petty cash transactions to the GL.					
Reporting Requirements for Petty Cash Management						
152.	Dynamic reports with the provision for a drill-down capability.					
153.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools					
Bank and Cash Book Management Requirement						
154.	The system should provide for creation and definition of bank accounts. This facility should define type of account and also capture important details such as account name, number branch, swift code etc.					
Bank Reconciliation						
155.	The system must provide for uploading of electronic bank statements					
156.	Functionality for matching and reconciling entries in					

	the cashbook with those on the bank statements by amounts, PV ref etc. The bank balance MUST be automatically updated online based on clearances.					
157.	The system SHOULD interface with the bank banking platform to initiate payment receipts based on credits in the bank.					
158.	The system MUST provide for creation of miscellaneous transactions to record bank- initiated activities like interest gained bank charges etc.					
159.	The system SHOULD have facilitate definition of matching rules and report on both reconciling and non-reconciling items					
Reporting Requirements for Bank Reconciliations						
160.	Dynamic reports with the provision for a drill-down capability.					
161.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools					
162.	The system must be able to generate the following: ✓ Bank reconciliation report ✓ Direct debits/credits ✓ Un-reconciled items					
Bank Accounts						
163.	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					
Reporting Requirements for Bank Accounts						
164.	Dynamic reports with the provision for a drill-down capability.					
165.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools					
166.	Deposit List					
167.	Deposit Report					

168.	Cash payments (supporting electronic fund transfer)					
169.	Cash receipts (supporting direct/debit)					
170.	The reports conforming to WSPs existing bankers requirements by Bank name/staff/amount					
Cash/Funds Forecasting						
171.	The application MUST provide cash flows projections based on the transactions Processed in the integrated modules including receivables and payables.					
172.	The application MUST provide the facility to define cash forecast templates such as: ✓ Forecasting periods ✓ Selection criteria for each source					
173.	The application MUST be able to generate cash forecast in any currency based on the users parameters assigned					
Reporting Requirements for Cash/Funds Forecasting						
174.	Dynamic reports with the provision for a drill-down capability.					
175.	Create customized reports (user defined).					
176.	Forecast Report					
177.	Users who perform this function will have to be trained on use of the tools					
Cheque Writing						
178.	Ability to support system printed cheques in accordance with duly approved vouchers.					
179.	Ability to prevent duplicate cheque numbers for a payment account					
180.	Ability of posting of cheques and direct debits in the payments cash book and general ledger.					
181.	Ability to pay multiple invoices with one cheque					
182.	Ability to a print remittance advice					
183.	Ability to print digital signatures on checks					
184.	Ability to specify thresholds/maximum amounts for which digital signatures are applicable					
185.	Ability to support on-line check registers					
186.	Ability to print check register before printing checks					
187.	Ability to support on-line approvals for specific checks or check registers					
188.	Ability to re-print checks. This should be restricted to specific personnel and an audit trail maintained of reprinted cheques					
189.	Ability to void checks. This should be restricted to specific personnel and an audit trail maintained of reprinted cheques					
Compensation and Benefits Management (Payroll) Requirement(Information is similar to HR payroll module, the aforementioned will be linked to finance and accounting module)						

190.	The system should enable compensation planning.					
191.	The system must provide a workflow for approval or updating of all compensation related configuration data.					
192.	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.					
193.	Must be able to capture Employers' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.					
194.	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/division for all employees whether current, separated, on leave, etc.					
195.	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					
196.	Should enable computation of employee costs per employees, Division or Department.					
197.	Must interface with the financial system / accounting module chart of accounts so as to allocate staff costs to the relevant cost/profit centers.					
198.	Generation of tax returns (P9 forms) in batch or on singular basis.					
199.	The system must be able to perform salary transfers / Payments.					
200.	Provision for uploading of payroll data in mass from files such as spreadsheets where necessary. There must be a workflow for approving such uploaded data.					
201.	The system must be able to define categories of benefits and assign employees to benefit categories based on eligibility criteria (i.e. one off payments, periodic, recurring, etc.).					
202.	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.					
203.	Ability to compute employee salary increment based on salary progression matrix.					
204.	The system must be able to compute salaries in Kenya Shilling.					
205.	The system must be able to compute salaries in					

	Foreign Currency.					
206.	The system should enable attaching or referencing of documentation related to employee compensations e.g. Appointment letters, etc.					
207.	Staff must be able to view their pay information online and print pay slips.					
208.	Provision to enable application for loans and salary advances and facilitate approval of the same through a workflow.					
209.	Provision for Alerts when the employee’s deductions reach a set threshold – 1/3 of monthly pay.					
210.	Provision to Alerts employee and the HR&AO 3 months before the end of the contract/retirement					
211.	The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions.					
212.	Ability to process partial deductions if an employee’s pay is insufficient to cover the deduction.					
213.	Ability to compute associated employee taxes while taking into consideration the employee’s benefits.					
214.	Ability to facilitate payroll planning and calculations.					
215.	Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee’s benefits.					
216.	Ability to make payment of gratuities as per the CBK regulation on the last month of the contract					
217.	Ability to pay mass salary changes retroactively and with different options.					
218.	The system must be able to address payments/deductions missed out in the past either to a single employee or a group of employees.					
219.	The system must be able to record loans/advances to the employee under the employee’s profile.					
220.	The system must correctly recover loans / salaries advanced to the employee.					
221.	The system must be able to post the recovered amounts correctly to the financial system.					
222.	All compensation and benefits must be formula driven / criteria based. The systems MUST NOT allow arbitrary allocation of compensation/benefits to an employee.					
223.	The system must have robust security features that will protect sensitive salary related information from unauthorized users.					
224.	The system should support multiple payroll cycles					
225.	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.					
226.	Provision for having different payrolls to cater for: ✓ Board Members ✓ Contract employees ✓ Permanent and pensionable employees ✓ Casual employees/Consultant ✓ Interns/attachment					
227.	The system must have flexibility for configuring earnings and deductions so as to capture all earnings and deductions applicable at WSPs.					
228.	There should be provision to schedule earning and deductions in order to address situations where an earning/deduction are one time or severally over a period of time.					
229.	The system must offer functionality to make corrections to a payroll already processed.					
230.	There must be a detailed pay slip explaining every earning and deduction made for every payroll run. The pay slip should clearly separate earnings from deductions.					
231.	The system should maintain a history of all payroll runs and all their information (payments made and costs generated).					
232.	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.					
233.	The system should interface with the GL and automatically post the earnings and deductions for the purposes of processing the payments to the respective employee bank accounts and remittance of the deductions to the respective pay points.					
Reporting Requirements for Compensation and Benefits Management (payroll)						
234.	In addition to a flexible reporting facility, the system must be able to extract the following payroll related reports per employee, per department and per company: ✓ Pay slip in softcopy that will be sent to the employee by email in an un editable format ✓ Bank advice. ✓ Payroll per month ✓ Staff journal. ✓ Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.). ✓ Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.). ✓ Contributions (pensions, etc.). ✓ Club subscriptions.					

	✓ Tax returns (P9 forms). ✓ Employee costs. ✓ Employee compensations details report. ✓ Salary related costing details report. ✓ Overtime payment report. ✓ Payroll related costing reports. ✓ Salary on Hold reporting. ✓ Report for pending payments to employees. ✓ Statutory report such as PAYE reporting. ✓ End of service calculations report. ✓ Reimbursement status report ✓ Employee whose contract is below 3 months to termination/renewal ✓ Gratuity paid per employee					
235.	Purchase Requisition for Goods, Services and Works Requirement: Requisition for Activity Approval					
236.	The system should have a functionality that allows the user to make requisition for either "Stationeries", "assets" “Service” “works” or "Activity Approval"					
237.	The system must have a functionality that allows requisition generation for company based activity and/or procurement based activity. In this request for approval, the system should have fields to input; ✓ The Title of The activity ✓ Select The Budget Vote line ✓ Performance Contract indictor ✓ Select Strategic Plan Goal & Area ✓ Description of The activity ✓ Justification/Purpose ✓ Expected output ✓ Venue (County/Region/Estate) ✓ Number of persons (including drivers) ✓ Number of days ✓ activity Dates (From – To)					
238.	Once the request is made, the system should electronically allow the approver(s) to access the request and make the appropriate approval within the system and must have an audit trail of changes. The system must have workflow approvals for creating, uploading, reviewing, updating and approving the requisition.					
239.	The system should allow the user to indicate the state of urgency for the activity.					
240.	The system should have an interface with the budget module					
241.	The system should not allow the user budget for the activity to exceed the budget line’ budget balance					
242.	The system should have an interface with the					

	procurement module and be linked to the procurement plan.					
243.	The system should not allow the user to include the supply of item/services not included in the procurement plan in the Procurement based activity.					
244.	The system should not allow the budget for purchase of items/services in the Procurement based activity beyond the budget allocation in the procurement plan.					
245.	The system should have an interface with the HR Module.					
246.	The system should have a functionality that allows the user to include WSPs staff in the requisition					
247.	The system should allow the user to select staff as the activity participants for based activity and include them in the requisition. The system should not allow the user to select individuals beyond the indicated Number of the activity participants					
248.	The system should notify the user on the participants selected with overlapping activities as per the activity dates. It should caution the user and allow him/her to continue with without making changes or allow him/her to make changes. It should allow the management to view individuals included in the activity despite having overlapping activities.					
249.	The system shall allow the user to develop activity budget from the main budget. The user shall define expenditure items and determine the total expenditure per expenditure item.					
250.	In the budget creation, the system should allow the user to input; ✓ Expenditure item ✓ The rate per item ✓ Number of items ✓ Number of days					
251.	The system should not allow the user to input number of days beyond the indicated activity number of days.					
252.	The system shall allow the user to include DSA (where applicable) expense only for the selected participants of an activity. The system should not allow the user to submit the requisition unless the DSA (where applicable) for all selected participants have been included in the budget.					
253.	The system should allow the user to indicate whether the expense item is ; ✓ Procurement related ✓ User related ✓ Finance related.					

254.	It should clearly indicate the total budget amount for the separate expenses.					
255.	The system should have functionality that allows the user to submit the requisition as draft copy to the supervisor for review and/or as a final copy to the MD for budget approval.					
256.	The system shall not allow the budget holders to approve commitments outside their budget allocation.					
257.	The budget should allow the supervisor to review and make comment on the draft requisition and revert back to the user for corrections. It should allow the user to make corrections and resubmit to the supervisor for review and approval as a final requisition.					
258.	The system should not allow “Draft requisition” be submitted to the Budget Holder for commitment approval. It should only allow “Final requisition” be submitted for approval.					
259.	The system should not allow the user to submit the requisition to the management for approval before clearance by the Budget Holder.					
260.	The system should provide notification to the Budget holder once the “Final requisition” has been submitted for commitment approval					
261.	The system should provide a notification to the user once the budget commitment is approved by the Budget Holder.					
262.	The system should allow the user to submit the requisition to the management for reviewing, commenting and approval. It should allow the user to make corrections where the requisition has been reverted for clarification and further justification before resubmission to the management for approval.					
263.	The system should allow the user to track the approval process of the requisition.					
264.	Upon submission to the Managing Director (MD), system should have a functionality that allows the Managing Director to "Accept", "Reject" or "Hold" a requisition subject to advise from relevant staff (HOD/SH or any other staff). It should not allow the Managing Director to hold a requisition for more than pre-defined time.					
265.	The system should allow the Managing Director to "Hold" a requisition and get clarification from relevant officers without the knowledge of the user and later "Accept" or "Reject (with reasons)" the requisition subject to the advice given					
266.	The system should allow the Managing Director to					

	"reject" a requisition subject to further clarification or "reject" a requisition permanently with reason. And on rejection the requisition should be sent into the document repository in the EDMS (Electronic Document Management System) and the funds de-committed.					
267.	The system should allow the user to make corrections and resubmit to the Managing Director for further consideration where the requisition was rejected subject to further clarification.					
268.	The system should have a functionality that allows the MD/HOD/SH to delegate the approval function to the relevant staff. It should provide a notification of such delegation to the person delegated to.					
269.	The system should enable the MD to make any changes in the requisition before approval.					
270.	The system should not allow any staff to make changes to the requisition once approved by the MD. The approved requisition should be automatically converted to PDF and stored in the Document repository into the EDMS					
271.	The system should provide a notification to the User, to all activity participants, HOD/SH/Finance and the Procurement once requisition has been "Accepted" by the MD.					
272.	The system should track the time taken from the submission of the request to the time the approval process is completed.					
Stores Requisition for Stationeries/consumables Requirement						
273.	The system should have a functionality that allows the stores officer/user to make a request to the procurement officer for office consumables.					
274.	The system should have an interface with inventory management module					
275.	The system should allow the stores officer/user to select consumables they require before submission of the request for consideration by the approvers.					
276.	The system should not allow the stores officer/user to submit the requisition to the procurement officer without the approval of the HOD/SH					
277.	The system should notify the stores officer/user and the procurement officer once the requisition has been approved by the HOD/SH					
278.	The system should notify the stores officer on the item requested is out of stock					
279.	The system should notify the user once the consumables are ready for collection.					
280.	The system should have a repository of the items requested by the users which were out of stock and					

	notifies the user once the items have been procured. It should allow the user to resubmit the previous requisition to the procurement officer without making a new requisition.					
281.	The system should track the time taken from the submission of the request to the collection of the consumables.					
Stores Management Requirement and Inventory						
282.	The system MUST allow the definition and maintenance of alpha numeric character codes for items					
283.	The system should have templates with predefined set of item attributes					
284.	The system MUST capture the following important information for each Item: ✓ Item Number/code (i.e. barcode) ✓ Item description(brief information) ✓ Unit price ✓ Minimum stock quantity, maximum stock quantity ✓ Safety stock level, re-order stock quantity ✓ Last stock date, last stock quantity ✓ Cycle count code ✓ Physical attributes such as weight, volume, length etc. ✓ Lot number, serial number, bar code number ✓ Supplier information, country of origin ✓ Expiry date, purchase date					
285.	The system MUST allow the definition of the following inventory types inside the application e.g. Consumables, Assets etc.					
286.	The system MUST have an ability to define new Item categories and Catalogues based on their characteristics					
287.	The system MUST allow the assignment of Inventory items to one of these categories and catalogues defined					
288.	The system allows collecting of item information using barcodes or QR codes during receiving and issuing of items.					
289.	The system allows for the issuance of goods and assets and collecting of the data using barcodes/QR Codes, inter stores transfers, etc.					
290.	The system should allow approval of issuance of all stores or assets through the requisition form by the officer in charge of the procurement function or only delegated officer					
291.	The system automates generation of Goods Issue Note that must be associated / matched with a					

	stores requisition note.					
292.	The system allows for full or partial issues/receipts against a stores requisition note or contract					
293.	System should allow for creation and maintenance of approved items price lists					
294.	System should allow for creation and maintenance of supplier items catalogues					
295.	System should allow for creation of an internal Catalogue for all items /Services					
296.	The system allows for the delivery of goods to a specific store					
297.	The system must allow for the generation of: ✓ stores issue notes ✓ stores receipt notes ✓ goods in transit notes ✓ proof of delivery notes					
298.	The system has the functionality that allows different movements of stock items from one store location to another					
299.	The system has the functionality to close a store for stock take Purposes					
300.	The system has the functionality to open a store after a stock take					
301.	The system has the ability to create a new storage location including: ✓ A new store ✓ A new stock room ✓ A new bin location					
302.	The system has the ability to retire an existing storage location including: ✓ A store ✓ A stock room ✓ A bin location					
	Inventory Item – reporting					
303.	The system can generate, per storage location, the store movement reports including: ✓ Current stocks (Value and Quantity reports, reorder level, balance to reorder level, etc.) ✓ Receipts per a selected period (Value and Quantity LPO/LSO reports) ✓ Issues per a selected period (Value and Quantity reports) ✓ Transfers ((Value and Quantity reports)) ✓ Damaged stocks (Value and Quantity reports) ✓ Expired stocks (Value and Quantity reports)					
304.	Stock Analysis Report: this report gives information classifying all the items available based on their importance and value.					

	✓ Item categories Report ✓ Stock issues ✓ Per user ✓ Per department/Division					
	Inventory maintenance					
305.	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.					
306.	Automatic updating of inventory levels and balances after issuance/reception of inventory (stocked items and services)					
307.	Valuation of stock: The following options must be available for calculating the unit cost of goods in the store: ✓ Last In First Out (LIFO) ✓ First in First Out (FIFO) ✓ Simple average ✓ Weighted average					
308.	The following details should be captured for updating the stock levels: ✓ Item / part number ✓ Item name ✓ Inventory type/category ✓ Item description ✓ Stock date ✓ Comments ✓ Goods Receipt Note (GRN) number ✓ Delivery note number ✓ Quantity in ✓ Cost of items ✓ Quantity out ✓ Expiry date ✓ Supplier number (referenced to the supplier master data in the procurement module) ✓ Supplier name (referenced to the supplier master data in the procurement module)					
309.	Allow the receiving of inventory both at once and partially					
310.	Should maintain a central access-controlled items master database					
311.	The system must give alerts and notifications when stocks are at the re-order level and on expiry dates					
312.	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.					

313.	Support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.					
314.	Automatic generation of disposal codes					
Inventory maintenance – Reporting						
315.	The system must have provision for extracting any or all of the information above as a report.					
Stock takes						
316.	The system should be able to generate a Stock take count lists					
317.	Allow the manual stock verification stock counts capture by the system, reconcile the physical count against the system count and produce a variance report					
318.	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)					
319.	The system should allow for approval of the stock take through a workflow process					
320.	The system should allow for the following types of stock takes: ✓ Annual stock take ✓ Periodic stock takes ✓ Ad hoc stock takes ✓ Select (e.g. Fast moving items, etc.) stock takes					
321.	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.					
322.	The system should allow for scheduled stock takes alerts					
323.	The system should have the ability to set up an ad hoc Stock take and Physical Verification Committee					
324.	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					
325.	The system should have the ability to carry out the stock take for a Division or stock room of the store					
326.	The system should have the ability to generate all standard reports with respect to stock takes					
327.	The system should allow for capture of stock take notes/observations to accompany the physical counts					
Stores Ledger						
328.	The system must interface with the financial system					

	/ accounting module chart of accounts so as to allocate the costs stores issued to the relevant cost/profit centers.					
Additional Reporting Requirements						
329.	In addition to providing a flexible reporting mechanism, the system must be readily able to generate the following reports must be readily able to generate the following reports: ✓Value of store with options for calculating the value of the Store ✓With items flagged for disposal ✓Minus items flagged for disposal					
330.	The officer in charge of the procurement function should have access to a screen that provides him/her with an update on the status of all workflows in his/her department. The objective of this is to allow the officer in charge of the procurement function to have an overview of the status of all requests and activities of his department.					
Purchase Requisition for Assets, Services and Works						
331.	The system should have a functionality that allows the user to request for Assets, Services and Works from the relevant Divisions.					
332.	The system should have an interface with inventory management module					
333.	The system should allow the user to select all assets they require before submission of the request for consideration by the approvers.					
334.	The system should not allow the user to submit the requisition to the procurement officer without the approval of the HOD/SH					
335.	The system should notify the user and the procurement officer once the requisition has been approved by the HOD/SH					
336.	The system should notify the user whether the item is in stock before requisitioning					
337.	The system should not allow the procurement officer to issue the asset procured without approval of Head of Department.					
338.	The system should notify the user once the asset(s) are ready for collection from the central stores.					
339.	The system should have an interface with Activity Requisition Module.					
340.	The system should allow the user to make a "Procurement Activity requisition" through the "Activity Requisition Module" once the items requested is out of stock					
341.	The system should have a repository of the items requested by the users which were out of stock and					

	notifies the user once the items have been procured. It should allow the user to resubmit the previous requisition to the procurement officer without making a new requisition.					
342.	The system should track the time taken from the submission of the request to the collection of the consumables.					
343.	The system should have a functionality that allows the user to indicate the reason why they are requesting for an asset (e.g. New staff, lost, replacement, etc.). It should not allow the staff to be issued with more than one same asset.					
344.	Where the asset is lost, the system should allow the staff to make request subject to approval from Top Management after due processes have been followed including insurance.					
Asset Management System Requirement						
345.	The system must interface with the procurement and inventory management module. For items defined as assets, there should be an embedded workflow for updating the asset register with all the requisite details					
346.	The system should provide a notification to Asset Manager once an item marked as assets is received.					
347.	Ability to generate asset tag based on asset class & predefined sequence numbering to help in the process of physical verification process. This should happen at the central stores					
348.	Ability to allocate each asset to one or more insurance policies					
349.	Provide alerts for payment of insurance premium before the expiry date					
350.	Ability to trigger off alerts as reminders for maintenance of assets					
351.	Ability to register and track warranty information					
352.	Ability to associate a fixed asset with a regional office and calculate depreciation expense accordingly					
353.	The system provides the ability to store manufacturing information					
354.	The system provides the ability to store supplier information.					
355.	The system provides the ability to track to what system a piece of system belongs to					
356.	The system provides the ability to track the asset purchased, installed dates, removed dates, original costs, life-to-date repair costs, current replacement costs.					
357.	The system provides the ability to allow for					

	categorization of an asset (apply different depreciation methods for different components of a major asset)					
	Asset Movement Management					
358.	The system should have the functionality to request for and get approval of an asset movement/transfer from one location to another					
359.	The system should have the functionality to monitor the asset movements.					
360.	Provide facility to generate asset movement forms and approvals when asset is moved and identify current location and current user (whenever it is applicable)					
361.	Ability to facilitate inter-zone / inter-department asset receipts, issues and transfers					
	Asset Maintenance Management					
362.	The system must be able to maintain an Asset Maintenance budget and total life cycle of the assets					
363.	The system should have the functionality to manage Preventive maintenance. It should have the ability to: ✓ Define PM (preventative maintenance) parameters per asset ✓ Define PM inspection schedules per asset ✓ Capture PM inspection feedback reports per asset ✓ Capture PM actions carried ✓ Update PM next inspection date ✓ Capture the team (internal or outsourced) scheduled to carry out the PM ✓ Track all stock items issued towards the asset maintenance work order ✓ Track all outsourced service orders issued towards the asset maintenance					
364.	The system should have the functionality to manage Breakdown Maintenance. It should have the ability to: ✓ Capture repairs reported per asset ✓ Capture repairs inspection feedback reports per asset ✓ Capture repairs actions carried ✓ Define repairs next inspection date ✓ Define the next repair actions ✓ Capture the team (internal or outsourced) scheduled to carry out the repairs ✓ Track all stock items issued towards the asset maintenance work order ✓ Track all outsourced service orders issued towards the asset maintenance					

Reporting Requirements for Asset Maintenance Management						
365.	Provide reports on: ✓ PM scheduled, conducted on time, conducted after due date, and not yet done ✓ Per selected period/department/organization unit actions carried out under: ✓ Per selected period/department/organization unit the costs incurred under:					
366.	The system should generate the following reports: a. Assets beyond their useful life b. Assets that have been maintained over a select period c. Assets with maintenance costs over a select threshold d. Assets with +/- maintenance budget balances					
367.	The system should be able to generate the following work order reports: ✓ How many work orders in a certain time period were scheduled or non- Scheduled ✓ How many work orders in a certain time period by reason, subassembly and/or repair type ✓ Open work orders by type, by status (pending, waiting parts, etc.), by location, and/or by asset category					
368.	The system should be able to generate the Asset/System downtime report by summary or detail by user defined periods for: ✓ Each location ✓ Cost centre ✓ Asset category					
369.	Ability for creating annual disposal plans					
370.	The system should have the functionality to manage different types of asset disposals at WSPs					
371.	The system should have the functionality to manage asset disposals through Sale by Public Tender process					
372.	The system should have the functionality to manage asset disposals through Sale by Public Auction process					
373.	The system should have the functionality to manage asset disposals through Donation process					
374.	The system should have the functionality to manage asset disposals through Trade-In process					
375.	The system should have the functionality to manage asset disposals through Waste/Destruction/burying Disposal process					
376.	Ability to mark assets, in the approved disposal					

	plan, for disposal as well as re-admit assets back into the assets listing.					
377.	Ability to calculate and create automated journals and reverse accumulated depreciation at the time of sale, scrap, and retirement of asset					
378.	The system should have the functionality for the estimation of disposal costs, and ensuring that costs recovered are sent to the appropriate location in budget module					
	Asset Disposal Management					
379.	Manage all asset disposal related data including dates, rates and attachable documents.					
380.	Allow for the management of important dates in the asset disposal plan (deadlines, stages and conditions).					
381.	Create individual reports for presenting data on asset disposal					
382.	The system must enable various divisions to develop their disposal plans for the year whose view can be broken down to enable viewing as per various periods e.g. month-on-month, week-on-week, etc.					
383.	Consolidation of disposal plans of various divisions into a single disposal plan and vice versa					
384.	Ability to view and print divisional and consolidated disposal plan					
385.	Have a workflow for disposal plan preparation and approval					
386.	Enable the attachment of documentation to disposal plans submitted by divisions and avail the same during consolidated viewing					
387.	The system must be able to address the requirement of updating the disposal plan on a periodic basis by having an inbuilt workflow for updating the disposal plan					
388.	Ability to track disposal requisitions against the disposal plan at divisional level and company-wide level					
389.	The system should be able to allow categorization of disposal plan requests					
390.	The system should be able to set alerts with respect to initiation of disposal plans preparation					
391.	Ability of the system to support QR coding in asset management					
392.	The system should have a functionality that allows one to generate a number of different standard reports, including: ✓ Current asset tagging listing ✓ List of fixed asset transferred between locations or custodian during the period					

	✓ List of newly added fixed assets ✓ Assets disposed during the period indicating the reserve disposal price, Actual disposal price, and Variance ✓ Assets earmarked for disposal listing					
393.	All these reports can have their layout changed and have fields included / excluded depending on the users' needs.					
394.	The system must be able to perform fixed assets registration. The registration should be from the procurement process.					
	Reporting Requirements for Asset Disposal Management					
395.	Asset tag (Barcode)					
396.	An asset to be uniquely identified					
397.	An asset classification(s)					
398.	An asset to be adequately described					
399.	The status of the asset to be monitored (whether active, suspended, or disposed)					
400.	Impact on the depreciation accounts (balance sheet and profit &loss) when different periods are selected					
401.	The location and holder (responsible person) of the asset to be determined and transfers to be approved and recorded					
	Asset Accounting					
402.	Quantity and value of fixed assets per category and in summary to be determined					
403.	Categorization of fixed assets					
404.	Depreciation value to be computed using various methods and parameters					
405.	Quantity and value of fixed assets per category and in summary to be determined					
406.	Fixed asset details to be retrieved such as cost, useful life, salvage value, date of commissioning, etc.					
407.	Warranty & licensing information to be captured and renewal alerts					
408.	Inspection data to be recorded (tagging)					
409.	Revaluation					
410.	Impairments					
411.	The system should have flexible reporting functionality that enables one to extract any information above as a report. It should have a report on assets whose residue book value is fully depreciated.					
412.	The system must be able to perform fixed assets disposal through a workflow. This disposal may be a full or partial disposal.					

413.	The system must be able to perform fixed assets depreciation with options for using different depreciation methods					
414.	The system must be able to post fixed assets ledger entries to the general ledger					
415.	Automated calculation of net book value and gains/loss of asset value					
416.	The system should allow for revaluations of fixed assets					
417.	Ability to automatically check and stop depreciation on reaching the user defined residual values for assets or predefined service years					
418.	Provide facility to account for the retrospective change in depreciation rate/ method (i.e. calculate depreciation for prior periods as per revised depreciation rate/method)					
419.	Provide facility to distribute depreciation expenses among reporting units & department					
420.	Ability to handle impairment of fixed assets and its accounting Treatment					
421.	Ability to permit accounting of sale of fixed assets as per statutory requirements					
422.	The system should have a functionality that allows one to generate a number of different standard reports, including: ✓ Fixed assets register ✓ Fixed asset valuation report ✓ Fixed asset depreciation report ✓ Fixed asset reports by asset type and other asset category ✓ Depreciation forecasting report ✓ Accumulated depreciation list by category by Location ✓ List of fixed asset transferred between locations or custodian during the period ✓ List of newly added fixed asset					
423.	All these reports can have their layout changed and have fields included /excluded depending on the users' needs					
Financial Reporting Requirements						
424.	The system MUST facilitate forecasting of costs and revenue in terms of trends based on historical data.					
425.	The application MUST have following types of reports by date range:- ✓ Profit & Loss account monthly, quarterly, annual, comparative ✓ Trial balance with comparative years actual and budget					

	✓ Performance reports actual VS Budget monthly, quarterly, annual ✓ Statement of Profit and Loss and Other Comprehensive Income ✓ Statement of Financial Position ✓ Statement of changes in equity ✓ Statement of Cash Flows					
426.	User defined					
427.	Complete IPSAS formats including notes, IFRS formats,					
428.	Complete Quarterly financial statements reports in IPSAS & IFRS formats					
429.	User defined period reports					
430.	Notes to the financial statements					
431.	The application MUST also be able to have consolidated types of reports by date range as follows:- ✓ Consolidated Profit & Loss account monthly, quarterly, annual, comparative ✓ Consolidated Trial balance with comparative years actual and budget ✓ Consolidated Performance reports actual VS Budget monthly, quarterly, annual ✓ Consolidated Statement of Profit and Loss and Other Comprehensive Income ✓ Consolidated Statement of Financial Position ✓ Consolidated Statement of changes in equity ✓ Consolidated Statement of Cash Flows					
432.	Ability to generate Customized Reports					
433.	Database SQL Reporting Services enabled					
434.	Development and Integration with other corporate Applications Support for Business Intelligence reporting of all modules data and ability to define adhoc views and reports					
435.	Ability to define key performance indicators and monitor them through the reporting and analysis tool.					
436.	Ability to support analysis of financial reports using graphs and charts					
437.	Ability to perform 'what if' analysis based on data in the system					
438.	Provide a user friendly ad-hoc reporting and analysis tool to assist users in generating reports based on data in the system.					
439.	Ability to define key performance indicators and					

	monitor them through the reporting and analysis tool. Examples include performance on levy collection, actual expenditure vs. budget, ratio of recurrent to development expenditure, rate of cost reduction					
440.	Ability to preview reports before printing					
441.	Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report					
Budgeting Process Requirement						
442.	The system should incorporate online budget preparation functionality and should be able to cover all budgetary elements whether capital or operational expenses					
443.	The system must possess functionality that allows budget preparation at activity, divisional and departmental levels prior to merging into a corporate budget.					
444.	System should be able to maintain and track budgets and expenditure at activity, zonal, departmental and corporate level. It must be able to provide alerts upon attainment of defined threshold.					
445.	The system must have a workflow approvals for creating, uploading and updating the company's annual and supplementary budgets					
446.	The system must be able to keep historic budget information					
447.	The system must keep track of all changes to the budget.					
448.	The system MUST link payments to project budget line items for cost management purposes (where applicable)					
449.	The system MUST be able to accommodate a budget calendar that may be different from a financial calendar					
450.	The system should support rolling over of budget amounts/lines year on year					
451.	The system should provide functionality to view actual data against budgeted data					
452.	The system must be able to support reallocation of budgets between budget lines					
453.	The system must support Activity Based Budgeting providing for a facility to capture objectives, activities and outcomes at item and sub item level					
454.	The system must facilitate multiple years budgeting – prior years and at least 3 future years.					
455.	The system must facilitate allocation of budget ceilings by activity and account code.					
456.	The system must have ability to allow for creation of					

	special budgets (Monthly, Quarterly, Biannual, Annually) etc.					
457.	The system must support both Bottom-Up and Top-Down budgeting.					
458.	The system must support commitment control by not allowing spending on a line item without a budget.					
459.	The system MUST be able to link advances to staff (imprest) and regional offices to budget. Funds so advanced must remain as commitments until they are accounted.					
460.	The system MUST allow for importation of Budget from excel.					
461.	The application should support copying of budgets from a financial period to another.					
462.	The copied budget should be modifiable through application of percentages or absolute figures.					
463.	The system must link all procurements and payments to the budget.					
464.	The system must facilitate viewing of each department/function budget and expenditure to date.					
Reporting Requirements for Budgeting Process						
465.	Dynamic reports with the provision for a drill-down capability.					
466.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools					
467.	The reports must conform to the defined reporting templates: Monthly budget reports ✓ Quarterly budget reports ✓ Annual budget reports ✓ Actual vs. Budget ✓ Year expenditure/revenue reports ✓ Reallocation reports ✓ Cost centre budget reports in user defined period ✓ Performance contracting reports ✓ Un utilized commitments ✓ Variance reports.					
Budgetary Controls						
468.	When preparing the budget out-turn report, one must be able to generate it with the options of: ✓ Factoring in all actual payments and committed funds (i.e. funds					

	whose purchase requisition has been approved but the actual payment has not been made) ✓ Factoring in only actual payments made					
469.	The budget out-turn should not include future payments (not yet incurred) as a result of scheduled LPOs or journals.					
470.	The system must be able to capture funded program budgets (e.g. GoK, World Bank, WateWorX, UBSUP etc.) and report on them per the funder’s reporting template.					
471.	The system must enable tracking of budget expenditure and produce a report of the Same					
472.	Produce comparative financial statements showing: ✓ Prior year budget data ✓ Year to date budget ✓ Annual budget					
473.	The system must be able to produce reports on committed budgets, actual expenditures and balances per budget line/account holder					
474.	System prevents department level users from updating budget information after it has been submitted.					
475.	Allows Budget Office to "push" worksheets out to departments electronically for budget preparation.					
Audit Trails, Security and Controls Requirement						
476.	Ability to maintain detailed and summary transaction history by account with audit trail					
477.	Ability to secure data and reporting information to appropriate individuals associated with specific departments, roles or functions					
478.	Ability to log reversals or corrections without allowing complete deletion					
479.	Ability to query audit trails by transaction, by user, by account or GL code for both transactions and standing data					
480.	Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles					
481.	Allow user access to be controlled at numerous levels e.g. menu level, screens level, transaction level and field level					
Integration, Archiving and Backups Requirement						
482.	Data Archiving					
483.	Ability to support Replication and automated					

	scheduled backups					
484.	System Integration					
485.	Integration with Corporate Emails for workflow and ability to support other systems					
486.	ERP Integration to EDMS					
487.	Work Activity Collaboration					
488.	Records management (File and archive management)					
489.	Workflow/business information processing and management					
490.	Reports					

2. HUMAN RESOURCE MODULE REQUIREMENT

Company Structure

491.	System MUST have ability to include Company structure hierarchy definition and organogram.					
492.	System MUST be able to build a Company structure, which caters to various Company types such as departments, Zonal, sub-Zonal, Units, cost centres.					
493.	System MUST have a functionality to modify the Company structures as and when required and maintain the history of all such changes.					
494.	System MUST have a functionality to assign managers to various units/positions and view the managers and sub-ordinates reporting to them.					
495.	System MUST have an ability to view positions linked to various departments.					
496.	The system must be able to define, develop, analyse/ evaluate and store job descriptions, skills and qualifications required for each position.					
497.	Jobs form will include breakdown of approved jobs or staff establishment, (total number, vacant, occupied, blocked, etc.).					
498.	The system MUST be able to identify jobs and positions uniquely.					
499.	The system MUST be able to maintain history of changes done to the position Details					
500.	Ability to show all vacant and occupied positions & jobs (staff in post).					
501.	Allow job rotation					
502.	Ability for Departmental heads, Zonal Heads using the self-service to request for “New Jobs”, “Transfer of jobs and positions” and build the required workflow.					
503.	Ability to link rewards and salary scales with employees’ position grading.					
504.	Ability to integrate staff costs with the finance and accounting module					

505.	The system must have the ability to maintain changes in employee position and jobs details such as: ✓ Position and job Transfer ✓ Position and job Status ✓ Position and job Description ✓ Position and job History					
506.	The system should allow for changes in position title.					
507.	The system should allow for upgrading a position.					
508.	The system should allow for downgrading a position.					
509.	The system should allow for removing or returning a position.					
510.	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.					
511.	The system should allow for addition, removal or amendment of types of employment					
512.	Ability to create grading levels (managerial, technical and support) and flexibility to adding new levels.					
513.	Ability to create employee status (active employment, resigned, suspended, study leave and unpaid leave) and integrate it with affected areas in leave management and payroll					
514.	Ability to generate multiple statistical reports for all positions & jobs within the Company					
515.	Ability to intergrate bio-metric time attendance system in the HRM module					
516.	The system MUST produce the following reports: ✓ Company structure reporting by location. ✓ Company structure reporting by department/zonal. ✓ Open and filled positions reporting. ✓ Positions associated with Company. ✓ Budget & Actual Head Count Comparison.					
Recruitment and Selection						
517.	Ability to create and develop employee requisitions/vacancies.					
518.	Ability to receive applications during online recruitments and serialized					
519.	Ability to allow for information drawn from physical applications to be inputted into the system during recruitments					
520.	Ability to accept both internal and external applications.					
521.	Ability to screen and select candidates.					

522.	Ability to track candidates and recruiter in the placement process.					
523.	Ability to manage pre-placement verification, which includes salary authorization.					
524.	Ability to advertise vacancies internally (self-service)					
525.	Alert the HRM and the HODs on overdue vacant positions					
526.	The system SHOULD enable candidates to apply for available vacancies and allow only those who meet the minimum requirements.					
527.	Ability to generate a long list as per the job criteria e.g. experience, technical, academic and competence qualifications.					
528.	Ability to capture interviewer notes and feedback.					
529.	System MUST have an inbuilt vacancy approval process/workflow.					
530.	System must have a recruitment and selection workflow that covers the process from vacancy creation to defining a new employee.					
531.	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.).					
532.	Ability to generate resumes from candidate input details.					
533.	Ability to upload and share candidate documents (e.g. certificates, CV, etc.).					
534.	Ability to verify budget prior to recruitment drive.					
535.	Ability to generate offer letters, appointment letters, etc. Ability to send an offer letter electronically or as a print out.					
536.	Ability to generate regret letters.					
537.	Ability to hire staff on contract for a specified period.					
538.	Ability to hire temporary staff and/or interns for a specified period.					
539.	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.					
540.	When employees are rehired, the system should link all previous employment information to the new record.					
541.	The system SHOULD have recruitment planning mechanism to capture recruitment plans online					
542.	The system MUST be able to track the requisitions					

	for vacancies for a particular job, grade, location or position					
543.	Ability to schedule interviews					
544.	Ability to track interview results					
545.	The requisition form should be flexible to change according to requirements					
546.	Ability to register the employment contract, renewal and termination					
547.	The system must have the ability to provide an interface for customizing recruitment letters					
548.	Ability to implement a specified probation period for newly hired employees					
549.	Reporting Requirements for Recruitment and selection					
550.	Ability to generate the following reports: ✓ Recruitment Activity reports, Recruitment reports –direct / internal reports ✓ Recruitment reports based on recruiting department. ✓ Vacancies report. ✓ Applicants Qualifications reporting. ✓ Statistical reports of the applicants and provide the management with tabular and graphical reports and other analytic presentations ✓ Statistical report of the requested number of employees for a specific area ✓ Staff orientation / induction					
551.	Should be able to develop induction program within the system with input from HR and user departments.					
552.	Ability to allocate employee compensation and benefits (NHIF, NSSF, club membership, advances, loans, etc.).					
553.	Ability to confirm/reject new employee after completion of probation period or extend probation period.					
554.	At a minimum, the following employee master details must be captured: ✓ Staff number (auto-generated) ✓ Nationality ✓ Ethnicity ✓ Disability ✓ Gender ✓ PIN Details ✓ NSSF Details ✓ NHIF Details					

	✓ HELB status ✓ ID/Passport number ✓ Marital status ✓ Date of birth ✓ Employees names ✓ Contacts (Phone Number, Postal Address, and Email etc.) ✓ Spouse details: name, ID number, occupation and contacts (Phone number, Postal Address, Email etc. ✓ Next of kin details: name, ID number, occupation and contacts (Phone number, Postal Address, Email etc. ✓ County of origin ✓ Dependants: Age, Gender, relation (daughter, son, adopted) ✓ Next of kin details: Names, ID number, occupation and contacts ✓ Employee photo ✓ Employee qualifications, experience and skills ✓ Previous employer ✓ Medical related details ✓ Employment date ✓ Position ✓ Category (senior, management, mid management, support ✓ Department/Division ✓ Employment status (contract, permanent, probation, temporary) ✓ User-defined comments ✓ Ability to add/delete any bio data as necessary by authorized user					
555.	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.					
556.	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.					
557.	The system must allow the user to view and update information on beneficiary and dependents subject to verification and approval.					
558.	The system SHOULD have storage repository for certification and other relevant documents for employees					

559.	The system SHOULD alert new employees to participate in the induction program coordinated by HR.					
560.	The System SHOULD allow grouping of employees based on various aspects such as department/Division and grades					
561.	The system MUST be able to store working hour's details, work frequency and normal timings for the employee.					
Employee Management						
562.	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.					
563.	The system must be able to manage staff transfers, acting appointments, relocations, promotions and demotions and track such movements.					
564.	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					
565.	Embed a workflow that supports Employee transfers including acting Appointments					
566.	Provision for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.					
567.	Maintain a history of Employee transfers taken and support the ability to profile the same employee					
568.	Employee transfers module should be interfaced with payroll processing component					
569.	Provision for managing employee disciplinary actions					
570.	Embed a workflow that supports the disciplinary process (disciplinary module)					
571.	Provision for uploading and attaching documents to an employee's profile such as scanned warning letters, certificates, commendations, etc.					
572.	Maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee					
573.	Disciplinary module should be interfaced with payroll processing component					
574.	Disciplinary module should integrate with the personal development, training and separation modules					

575.	The system must be able to adequately address situations where an employee is suspended and capture this event on the employee’s profile. This includes provision of workflows for initiating the suspension process, ending suspension and reinstating/rejecting an employee after suspension					
Reporting Requirements Employee Management						
576.	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					
577.	Skill set and competencies status: to list per employee the professional qualifications, academic qualifications, learning / development map, job requirements.					
Performance management						
578.	System MUST have an inbuilt performance appraisal process/workflow.					
579.	Ability to support the s appraisal system with the ability to be configured to any other system such as					

	the balanced scorecard.					
580.	Ability to define various objectives associated with performance management.					
581.	Ability to define and amend KPI's associated with the objectives defined subjected to a workflow approval.					
582.	The appraisal system and KPI's must be amendable for different categories of employees.					
583.	The system must enable calculations for the KPIs against predefined rules to arrive at the performance measurement.					
584.	Ability to monitor and manage performance contract deliverables.					
585.	Ability to capture performance requirements per position: qualification requirements, personal attributes, education, experience, skills, etc.					
586.	Ability to receive periodic (e.g. quarterly) appraisal reviews/results from various Zonal online.					
587.	Ability to send employees / special groups performance appraisal report on the system.					
588.	Ability to track performance appraisal results over a period of time per employee, special group, department, etc.					
589.	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.					
590.	Support the associating of evidence to performance KPI's.					
591.	Extraction of performance data to (excel, MS word, pdf etc.) per employee and per department and Zonal.					
592.	The system should support self-appraisal.					
593.	Assessment of self-appraisals for annual or periodic appraisal process MUST be possible for the managers.					
594.	Support electronic signoffs between the appraised and appraiser and other relevant officials.					
595.	The system should allow the salary adjustment as defined in the salary progression matrix.					
596.	The system must allow the employee to receive performance feedback from their supervisor/manager.					
597.	The system must allow KPI tracking and management dashboards.					
598.	A workflow must be present for issuing a performance rating to an employee.					

Reporting Requirements for Performance management						
599.	The ability to generate the following reports: ✓ Performance reporting per individual. ✓ Performance reporting by position. ✓ Performance reporting by department / special group.					
Training Management						
600.	Ability to match training needs of an employee against their position's qualification requirements (academic, personal attributes, professional, experience, skills, etc.), Company growth plans and performance management system.					
601.	Ability to identify and evaluate training needs based on the performance appraisal.					
602.	Capturing of training requests submissions from user departments.					
603.	Ability to create a list of training providers and their details.					
602.	Ability to create a training plan, manage and update training plan.					
603.	Ability to create a short-list of candidates for training and compare them against the training selection criteria (e.g. competency-based selection).					
604.	The system must have an approval/rejection process for a training plan.					
605.	Ability to create, manage and update an employee's personal development plan.					
606.	Ability to capture information on trainings attended by an employee.					
607.	Ability to capture/receive training and development requests from other departments.					
608.	Ability to maintain historical data on all information captured e.g. trainees, trainers, vendors, training requirements, attendance, training record, performance, cost etc.					
609.	Ability to create (define) training selection criteria and maintain historically (e.g. competencies-based criteria.).					
610.	Ability to allocate roles to different personnel in the training development process.					
611.	Ability to interface the training request process with financial system e.g. raising invoice, LSO.					
612.	Ability to track the status of a training request from requisition through planning to delivery and completion by trainees.					
613.	Centralized cataloguing and tracking of training courses					
614.	Ability to design, create and deliver online training					

	programs for new staff as part of induction (modules and tests).					
615.	The system should have provision for setting the maximum number of trainings and cost a single employee can receive in one financial year.					
616.	The system should have functionality to restrict an employee from registering the same training course more than once after successfully undertaking the course					
617.	The system MUST facilitate development of a training calendar specific to departments within the company, jobs skills requirements, technical aspects and publish the calendar					
618.	The system SHOULD be able to generate training requirements based performance appraisal					
Reporting Requirements for Training Management						
619.	Ability to generate the following reports pertaining to training: ✓ Competencies reporting along with skills. ✓ Training requirements reporting. ✓ Trainings history reporting. ✓ List of Attendees of a Course ✓ List of Attendees of a Course in a Department ✓ List of Courses for a certain position ✓ List of Courses Taken by Employee during a defined period ✓ List of Employees not Attended a mandatory Course (if expected to attend) ✓ Enrolled For postgraduate courses/ professional courses / scholarship. ✓ Employee Training/development needs ✓ Staff trained ✓ Trainings delivered ✓ Trainings in the pipeline ✓ Training plan ✓ Training feedback reports					
620.	Training Attendance (E-Learning / Staff Induction)					
621.	The system should be able to present to employees a list of approved courses from which to choose from					
622.	The system MUST facilitate the enrolment for training courses					
623.	The system MUST enable the users to maintain a history of the courses attended, status of registrations and passes/fails					
624.	The system must be able to track enrolment and maintain enrolment status for all courses					
625.	If registrations are received beyond the maximum capacity of the course, the system must be able to					

	keep a waiting list for that course					
626.	Ability to send reminders and notifications to employees on upcoming courses which they have registered for					
627.	Ability to capture training evaluation and feedback by attendees so as to determine the success of the training delivered					
628.	Ability to record skills gained by the trainee after attendance of the training					
629.	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					
630.	The system must be able to track on number of hours of training an employee has attended for each course					
	Leave Management					
631.	The system MUST automate the leave application process by enabling end-to-end online leave management					
632.	The system must embed a workflow for leave management that can capture comments and approvals related to the task depending on its requirements					
633.	Ability to accrue leave days at a configurable rate.					
634.	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. To be advised by the respective Human Resource Managers					
635.	Ability to deduct leave days.					
636.	Ability to suspend leave subject to approval by Head of Department					
637.	Capability to track and extract a history of the leave management data of an employee					
638.	Calculation of leave balances and how much they are worth					
639.	The system must be able to carry forward leave balances as per HR policy and Kenya Statutory laws					
640.	Interfaced with payroll component of the HRMS so as to support the conversion of leave balances to payment (during separation only)					
641.	Should enable users to perform online leave planning on a Financial Year based system and submission of the same into the leave approval workflow or save plans as draft					
642.	Provide alerts and notifications to users and relevant authority on leave anniversary, public holidays, etc.					
643.	The system should provide for Public holidays					

644.	Enable one to apply different types of leave including: ✓ Maternity ✓ Study ✓ Paternity ✓ Compassionate ✓ Annual ✓ Compulsory ✓ Terminal ✓ Sick ✓ Unpaid					
645.	The system must allow initiation of sick leave on behalf of the employee application by HR personnel					
646.	At a minimum, the following details on leave application must be captured: ✓ Name ✓ Department/Division ✓ Grade ✓ Date of appointment ✓ Leave entitlement (days per annum) ✓ Leave days applied for ✓ Leave start date ✓ Leave end date ✓ Contacts when away ✓ Leave balance carried forward ✓ Leave balance brought forward ✓ Leave balance					
647.	The system MUST have the provision to access leave information online.					
648.	The system MUST have a facility to keep a track of number of days of leaves taken, for the various categories of leave					
649.	The system MUST have a facility for the supervisors or the HR users to approve or reject the leave applied by the employees					
650.	Reporting Requirements for Leave Management					
651.	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.					
Employee separation						
652.	A workflow must be present for WSPs to initiate the separation of an employee in the event that it is a dismissal and capture comments where necessary					
653.	A workflow must be present for processing a request for separation from an employee and					

	capture comments where necessary					
654.	A workflow must be present for processing a request for separation through an employee retirement, and demise and capture comments where necessary					
655.	The system should store the notice period details of all employees					
656.	Employees clearance form should be accessible online					
657.	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) ✓ Notice period (to hand over WSPs Property) ✓ Pay in lieu of notice					
658.	Electronic signoff of clearance form between user and relevant personnel and capture comments					
659.	Integration with compensation module, loans, mortgages, etc.					
660.	Maintain employee exit interview information					
661.	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					
662.	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.					
663.	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.					
664.	The System MUST allow for terminating the employee record at the conclusion of the employment period without deletion.					
Reporting Requirement for Employee separation						
665.	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)					
	Compensation and Benefits Management (Payroll)					
666.	The system should enable compensation planning.					
667.	The system must provide a workflow for approval or updating of all compensation related configuration data.					
668.	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.					
669.	Must be able to capture Employers' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.					
670.	Must be able to capture Employees' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.					
671.	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/division for all employees whether current, separated, on leave, etc.					
672.	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					
673.	Should enable computation of employee costs per employees, Division or Department.					
674.	Must interface with the financial system / accounting module chart of accounts so as to allocate staff costs to the relevant cost/profit centers.					
675.	Generation of tax returns (P9 forms) in batch or on singular basis.					
676.	The system must be able to perform salary transfers / Payments.					
677.	Provision for uploading of payroll data in mass from files such as spreadsheets where necessary. There must be a workflow for approving such uploaded data.					
678.	The system must be able to define categories of benefits and assign employees to benefit categories based on an eligibility criteria (i.e. one off					

	payments, periodic, recurring, etc.).					
679.	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.					
680.	Ability to compute employee salary increment based on salary progression matrix.					
681.	The system must be able to compute salaries in Kenya Shilling.					
682.	The system must be able to compute salaries in Foreign Currency.					
683.	The system should enable attaching or referencing of documentation related to employee compensations e.g. garnishment letters, etc.					
684.	Staff must be able to view their pay information online.					
685.	Provision to enable application for loans and salary advances and facilitate approval of the same through a workflow.					
686.	Provision for Alerts when the employee’s deductions reach a set threshold – 1/3 of monthly pay.					
687.	Provision to Alerts employee and the HHRA 3 months before the end of the contract					
688.	The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions.					
689.	Ability to process partial deductions if an employee’s pay are insufficient to cover the deduction.					
690.	Ability to compute associated employee taxes while taking into consideration the employee’s benefits.					
691.	Ability to facilitate payroll planning and calculations.					
692.	Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee’s benefits.					
693.	Ability to make payment of gratuities as per the CBK regulation on the last month of the contract					
694.	Ability to pay mass salary changes retroactively and with different options.					
695.	The system must be able to address payments/deductions missed out in the past either to a single employee or a group of employees.					
696.	The system must be able to record loans/advances to the employee under the employee’s profile.					
697.	The system must correctly recover loans / salaries advanced to the employee.					
698.	The system must be able to post the recovered amounts correctly to the financial system.					

699.	All compensation and benefits must be formula driven / criteria based. The systems MUST NOT allow arbitrary allocation of compensation/benefits to an employee.					
700.	The system must have robust security features that will protect sensitive salary related information from unauthorized users.					
701.	The system should support multiple payroll cycles					
702.	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.					
703.	Provision for having different payrolls to cater for: ✓ Board Members ✓ Contract employees ✓ Casual employees/Consultant ✓ Interns/attachment					
704.	They system must have flexibility for configuring earnings and deductions so as to capture all earnings and deductions applicable at WSPs.					
705.	There should be provision to schedule earning and deductions in order to address situations where an earning/deduction is one time or severally over a period of time.					
706.	The system must offer functionality to make corrections to a payroll already processed.					
707.	There must be a detailed pay slip explaining every earning and deduction made for every payroll run. The pay slip should clearly separate earnings from deductions.					
708.	The system should maintain a history of all payroll runs and all their information (payments made and costings generated).					
709.	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.					
Reporting Requirements for Compensation and Benefits Management (payroll)						
710.	In addition to a flexible reporting facility, the system must be able to extract the following payroll related reports per employee, per department and per company: ✓ Pay slip in softcopy that will be sent to the employee by email in an un-editable format ✓ Bank advice. ✓ Payroll per month ✓ Staff journal.					

	✓ Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.). ✓ Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.). ✓ Contributions (pensions, etc.). ✓ Club subscriptions. ✓ Tax returns (P9 forms). ✓ Employee costs. ✓ Employee compensations details report. ✓ Salary related costing details report. ✓ Overtime payment report. ✓ Payroll related costing reports. ✓ Salary on Hold reporting. ✓ Report for pending payments to employees. ✓ Statutory report such as PAYE reporting. ✓ End of service calculations report. ✓ Reimbursement status report ✓ Employee whose contract is below 3 months to termination/renewal ✓ Gratuity paid per employee					
Awards						
711.	The HR system SHOULD have a provision to develop and manage awards /rewards, recognition, and incentive / motivation programs.					
712.	The system SHOULD facilitate tracking and recognition of service awards such as gifts, certificates.					
713.	The system SHOULD be able to store all the employee related awards history.					
714.	The system SHOULD have a provision of reflecting awards related information to an employee's performance.					
Reporting Requirements for Awards						
715.	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.					
Employee Self – Service						
716.	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.					

717.	The system MUST enable the users to view their pay slips and P9 on-line for all the processed payrolls.					
718.	The payment details for employees such as bank name, bank branch, account number etc. MUST be visible to users and they must be able to modify the same. Subject to verification and approval					
719.	The system MUST have a facility for the users to upload maintain their beneficiary details and dependents information					
720.	The system MUST facilitate the users to maintain their emergency / next of kin contact details. Subject to verification and approval					
721.	The system MUST have the leave request functionality, which would enable the users to apply for leave.					
722.	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users.					
723.	Allow employees to update their training information.					
Manager Self – Service						
724.	Line managers MUST have an access to search and view information pertaining to their team members.					
725.	A supervisor MUST have access to view his/her team members' employment as well as applicant history.					
726.	Supervisors MUST have access to view the team members' leave requests and Approve/reject those					
727.	Manager MUST be able to view absence history for his/her entire team.					
728.	Manager MUST be able to update their Divisional/Departmental calendar of events to the institutional annual calendar					
Institutional Calendar						
729.	The system should incorporate online annual institutional calendar preparation functionality and should be able to cover all Zonal/Departments programmatic Calendar					
730.	The system must possess functionality that allows activity plan preparation at a departmental/zonal level prior to merging several departments'/zonals' activity plan into a singular institutional activities plan.					
731.	System should be able to maintain and track of activities at departmental/zonal and institutional level and be able to provide alerts to the user Departmental Heads and Management 1 month, 2 weeks and 1 week before the actual date of the					

	activity					
732.	The system must have a workflow approvals for creating, uploading and updating the Company's annual calendar.					
Reporting Requirements for Institutional Calendar						
733.	Dynamic reports with the provision for a drill-down capability.					
734.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools					
735.	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 Division/department					
Loans and Advances						
736.	Staff must be able to fill loan application form online through the self-service module for the different types of loans and advances: ✓ Salary advance ✓ Mortgage/ Car Loan					
737.	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					
738.	The system must capture the loan/advance against the employee's compensation and benefits profile					
739.	The system must interface with the payroll component so as to correctly record issued loans, recovered loans/advances.					
740.	The system must not allow for issuance of loans/advances that violate the statutory guidance on employee deductions in Kenya					
Reporting Requirements for Loans and Advances						
741.	Production of the various Payroll forms/reports including: ✓ Tax Deduction Card (Benefits / Owner Occupiers Interest / Normal Cases) ✓ Tax Deduction Card (Home Ownership Savings Plan) ✓ Tax Deduction Card (Tax Free Remuneration) ✓ Employers Covering Certificates End of Year Returns					

	✓ Supporting list to End of Year Certificate ✓ Fringe Benefit Tax Return ✓ PAYE Quarterly Return Form ✓ Credit Slip Pay In Book (sample) (only originals are acceptable)					
Fleet Management Requirement						
742.	**Vehicle management** The system must cater for the capturing and updating of vehicle related details including: ✓Registration Number ✓Make ✓Type of vehicle ✓Specialized use of the vehicle ✓Specialized system on the vehicle ✓Year of Manufacture ✓Insurance ✓Fuel type ✓Tire size ✓etc.					
743.	The system must cater for the capture of vehicle related maintenance including: ✓Vehicle Service & Repair History ✓Travel itineraries History (including the start and return odometer readings)					
744.	The system must cater for the capture of vehicle fueling and associated odometer reading					
745.	The system must cater for the capture of the vehicle booking and maintain the car booking status detail (e.g. Available, booked, in use, under repair, etc.)					
746.	The system must cater for the capture of the driver allocation and maintain the driver's allocation status detail (e.g. Available, allocated, on safari, Not on duty, etc.)					
747.	The system should be able to store information on the distance covered by fleet					
748.	The system should have the ability to link the vehicle to a specific driver					
749.	The system must cater for the capturing and updating of driver related details (Staff No, Class of Driving License, etc.) and should have the provision to be linked to Employee Master details					
750.	The system must cater for the capture of the details of vehicle usage and the responsible department and linked to Employee Master details					
751.	The system must capture the manufacturer recommended vehicle's Maintenance schedule					
752.	The system must produce the Resource utilization and optimization report					

753.	The system must capture the details of New Insurance Registration, Renewals, Modifications, and Cancellations.					
754.	The system must capture the details of Maintenance Activity Reports					
755.	The system must report using Trend Analysis per vehicle with respect to usage, maintenance, and consumables					
756.	The system must produce the New and Retiring Vehicles Report					
3. BILLING MANAGEMENT MODULE						
Operating Environment						
757.	Multi-User Environment: The system should allow for accessibility of more than 10 users concurrently,					
758.	User customizable for automation to support ease of implementation and enhanced reliability,					
759.	Integrated alert system for database updates, management actions and electronic mail & SMSs.					
760.	Scalable to a web based system to allow for remote operation.					
Database/System						
761.	The database to be Open Database Connectivity (ODBC) compliant,					
762.	The system to be able to run on the latest version of any enterprise database management system and compatible to Android applications,					
763.	System should be web based or standalone with support to web based applications or systems, and should have a feature to allow customer to access their bills via the web, and query their bills via SMS,					
764.	System should have inbuilt capability to send bills to customers through SMS, e-billing, e-mail, etc.,					
765.	The system should have database Restore and Backup (manually or automated), and support cloud backups,					
766.	The database should run on SQL platform because of the database engine architecture designed to share large quantities of data across networks and online systems,					
767.	Capability to roll back and forward the status of the system if errors are encountered, and include database recovery facilities,					
768.	Capability to archive transactions to media based archives based on organization/system administration rules,					
769.	The system should have ability to inherit an existing account keeping trail of all past and present records					

	of the account,					
770.	The past records of the inherited account should be archived, but accessible to specific groups/level of persons,					
771.	Archive records should be locked and only accessible via password.					
	Customer Information/Account Maintenance					
772.	Ability to maintain and review all customer account information about accounts e.g. Customer profile and ability to generate statements (date, transaction details, debit/credit status and account balance), Payment details, Billing details, Meter Reading details, Connection details, Events, Meter Movements, etc.					
773.	Automated communications with customers (email/sms), attach files to customers, track time spent with customers, and assign tasks to other users or departments,					
774.	Ability to capture GIS coordinates of the water connections and sewer connections, (make capturing of GIS coordinates mandatory for new connection set up),					
775.	Ability to access and save sanitation conditions and other data of customer e.g. type of toilet, existence of septic tank and sewer line etc.,					
776.	In the event of part-payment, it should provide a mechanism of the agreement to be effected to turn the account active but actively listen/monitor the agreement,					
777.	The system should be able to detect accounts that have not been billed for more than (3) three months consecutively and move them to dormant status and keep trail of the dates of such movements,					
778.	The system should be able to detect in (6) above the reasons for being moved to dormant e.g. no water, cut off for non-payment, or on owners request,					
779.	Customers who request not to be billed through writing and have paid the requisite fee should not appear in data-entry sheet and should not be billable but a report on them can be generated any time,					
780.	Terminated accounts should be archived and should not appear in data entry sheets unless they are inherited and re-activated,					
781.	Ability to capture the sub-location details where the new connection will be made including LR/plot number etc.					
	Bill Processing and Meter Reading					

782.	System to manage billing processing cycle and generation of statements that are related to water billing,					
783.	Ability to bill customers from the approved tariff,					
784.	Ability to bill sewer only customers,					
785.	Ability to print a Billing Summary report per category, per scheme (Water/Sewer/meter rent in Kshs/m3, Consumption in m3, number of bills per water only, sewer only and water &sewer only,					
786.	The system should have some intelligence to identify metered consumers and unmetered consumers based on the trend of meter reading data,					
787.	The metered consumers should be re-billed automatically by the system in the event previous billings were billed on estimates,					
788.	Ability to prepare a meter reading cycle, meter reading book and capture meter reading anomalies for example meter stuck, absent customer and print report,					
789.	Ability to generate manual bill, edit periodical bill and to carry out whole billing,					
790.	Ability to bill water tankers/Exhauster and other services invoices/bills for non-customers,					
791.	Ability to produce draft bills, before actual bills are generated,					
792.	Ability to generate exception or variance reports.					
793.	Manage customer categories; domestic, Commercial, Government Institutions, schools, Kiosks, Prepaid Meters etc.					
794.	Manage the customer database and integrity of customer information, marinating trail of all changes done affecting the account,					
795.	Should support mobile meter reading, real-time transmission and monitoring of meter reading,					
796.	Allow user to determine and print bills based on priority orders per customer category etc.,					
797.	Able to maintain and review meter reader routes as and when recommended,					
798.	Allow for E-billing, support SMS billing, integration with company website for customers to access online bills, query bills via SMS and downloads bills to specified e-mails,					
799.	Bills should be designed to provide for customized notices to customers like open days etc.					
Collection and Debt Recovery						
800.	Revenue , debt management,					

	disconnection/reconnection capabilities,					
801.	The system to receive payments from various payment options (online, mobile service providers, banks etc.),					
802.	Can be able to accept non customers payments of prepared bill/invoices e.g. exhauster/water bowser invoice and keep the history,					
803.	Ability to track/group each non water bill payment by type (survey fees, reconnection fees, meter testing fee) not as miscellaneous,					
804.	Ability to capture non online receipts by their respective dates and types,					
805.	Ability to produce reports on collection and collection efficiency,					
806.	Ability to notify customers payment of their balances on payments done by other modes via sms e.g. m-pesa, eft and Posta etc.,					
807.	Ability to accept multiple accounts payment through/via a single cheque,					
808.	Ability to produce an age analysis report going backwards to six months,					
809.	Ability to generate disconnection analysis basing on amount, number of bills not paid,					
810.	Ability to incorporate part-time payment for those with large debts,					
811.	Ability to capture the details of disconnection of a customer in the system i.e. who disconnected, the date and type of disconnection method, cut off readings,					
812.	Ability to capture the details of reconnection of a customer in the system i.e. who reconnected and the date.					
Customer Service/Low Income Consumer Section						
813.	Automatically issue service orders in response to a variety of events, including billing exceptions and collections activity,					
814.	Capability to manage customer complaints/compliments, and keep detailed history by pending status or any other criteria,					
815.	To be able to capture customer applications including new accounts, change of details, disconnection/reconnection, change of owner, termination / allocation of service,					
816.	Generate quotation for new installation and recoverable works, and work orders,					
817.	Paperless authorization of financial transactions (online validation) in activities such as adjustments and complaints handling,					

818.	Provide for mandatory fields and/or data that must be filled/completed before an account can be created in the system,					
819.	Customer complaint management (trouble ticketing),					
820.	Digital archiving of all applications forms and their supporting documents,					
821.	Escalation of complaints based on Service Level Agreement,					
822.	Ability to view online all current and past account activity at a location and any outstanding balance(s) with the ability to drill down to the account details,					
823.	Ability to notify customers on all account transactions,					
824.	Low Income Consumers (LICs): ✓ Monitor Social Connection obligations for capital and prepare amortization schedule, ✓ Group all LICs accounts including Prepaid accounts and Kiosks, ✓ Reconcile all token/Tags and analyze consumption trends for each user, ✓ Provide special and customized reports for all LICs accounts, ✓ Jisomee feature for the LICs, ✓ Non Revenues Water analysis for the LIAs, TMAs and DMAs					
Meter Management						
825.	Capability to track detailed meter inventory information through real time updates,					
826.	Capability to capture meters' technical information including (Make, serial, size, number of dials, location history, Installation date, meter maintenance history, etc.),					
827.	Ability to issue, install and remove meters from a customer connection and keep the history,					
828.	Allow a customer to be issued a meter only via the system and have only one meter per account,					
829.	The system should have meter management; i.e. meter movement, meters in stock, issued, faulty, etc.,					
830.	The system should manage receiving and issue of meters,					
831.	Reports on meters in stock from a given batch, issued to zones, routes, quarterly reports, etc.					
Integration With Other Systems and Devices, Web and Other Interfaces						
832.	Ability to integrate with a wide range of meter reading devices e.g Psion, Radix, Itron etc. including smart phones,					

833.	Integration with financial, procurement and other systems either internally, through ODBC or standard flat files.					
Process automation and Scheduling (Integrated Workflows)						
834.	The system to provide the ability to automate repetitive tasks to reduce work effort,					
835.	Scheduling of key processes to run automatically at particular times and dates.					
System Security and Auditing						
836.	Maintain a reliable security policy and audit trail,					
837.	Configure rules for individual users/user groups,					
838.	Provide levels of access and approval,					
839.	System administration should have access to all modules but cannot be able to carry out modifications,					
840.	All Access rights to be controlled and defined in the system,					
841.	Security feature should be role based,					
842.	Must have secure and strong system locks,					
843.	Must have period locks,					
Reporting/System Reports						
844.	Comprehensive reporting tools to help manage customer service, revenue stream and business processes,					
845.	Embedded, easy-to-use report builder requiring no third-party System,					
846.	Loaded with pre-configured reports, which can be modified, saved and shared,					
847.	Export/ import capability for reports to a spreadsheet, text, word, or any other format,					
848.	The system in addition to current reports should be able to generate the following reports					
849.	Provide report of connections that have changed status i.e. cut off to active, active to cut-off and active to dormant.					
850.	WARIS Reports, minimum Service Levels Reports, WASPA Reports					
851.	Audit Trails reports,					
852.	End of Month Reporting,					
853.	Ability to print customer statements defined by period and re-print issued invoices with the correct period dates,					
854.	The customer statement should in one face have the following information:					

	✓ Customer Details (Name, Connection Number (New and old), Region, Zone, Route, Telephone contact, Address) ✓ Status at each month, (Actual, Estimate or Cut off, No water, Dormant) ✓ Billing method (Actual or Estimate) ✓ Billed Volume in m^3 (cubic meters) ✓ Amount billed (debited) in each month ✓ Amount paid (credited) in each month ✓ Transaction Ref. No ✓ mode of payment ✓ date of credits/debits					
855.	The system should be able to generate periodic adjustment reports in categories e.g. overstated/understated bills, misplaced credits, etc.					
856.	The system should generate accurate reports to be used in all departments of the organization e.g. finance, audit, stores, etc.					
857.	Ability to print processed payment transactions between defined periods,					
858.	Provide management reports and query facilities on progress of customer service,					
859.	Retrieval of records/data should be easy e.g. retrieval of copy bills.					
860.	Consumers who require bills e.g. institutions should have their bills printable at their zones and routes without necessarily being rerouted or rezoned e.g. Major-zone (suggestion - the system should facilitate check-boxes of those who want their bills printed).					
UFW/NRW						
861.	Enable management of NRW (Non-Revenue Water) by use of master meters located in zonal areas and linked to billings,					
862.	Reports on NRW monthly per master, zonal areas and Company as a whole,					
863.	Ability to capture new master meters and link each master meters to particular customers,					
864.	Ability to capture daily master meter reading.					
Job Cards						
865.	Ability to create job cards from customer complaints,					
866.	Ability to create job cards for internal works,					
867.	Ability to create job cards for new connection installation,					
868.	Ability to create job cards from meter reading anomalies.					

GIS						
869.	The System to have a GIS enabled map of the service area, pipe network and infrastructure,					
870.	Query functions of customers via GIS enabled maps i.e. display customer details on a map in the system,					
871.	GIS enabled; mapping of reconnection/disconnection list, meter status report, large customers, consumer complaints based on complaint category, etc.					
Help Module						
872.	Help module. This is besides system documentation which should be comprehensive and incorporated in the system,					
General Features						
873.	Incorporate Search and filters capability					
4. **PROCUREMENT MANAGEMENT SYSTEM REQUIREMENTS**						
Formulation of Procurement Plan						
874.	Ability to create annual procurement plan					
875.	The system to allow work flow process for preparation and approval of the procurement plan based on various initiators/processors and approvers.					
876.	The system must enable various divisions to develop their procurement plans for the year whose view can be broken down to enable viewing as per various periods e.g. month-on-month, week- on-week, etc.					
877.	Ability to allow end users to create a procurement requisition based on the procurement plan.					
878.	Automatic confirmation of procurement plans against departmental/divisional budget codes					
879.	Consolidation of procurement plans of various department/division into a single procurement plan and vice versa					
880.	Ability to create, print and view of divisional, departmental and the consolidated procurement plan					
881.	Enable the attachment of documentation to procurement plans submitted by departments and avail the same during consolidated viewing					
882.	The system must be able to address the requirement of updating the					
883.	procurement plan on a periodic basis by having an inbuilt workflow for updating and approval of the					

	procurement plan					
884.	Ability to track requisitions against the procurement plan at divisional, departmental and organization-wide level					
885.	Ability to follow different requisition approval processes depending on the value of goods					
886.	The system should be able to allow procurement personnel to group procurement plan requests into categories					
887.	The system should be able to set alerts with respect to initiation of procurement plans preparation					
888.	Ability to indicate the approved method of purchasing for the requisition e.g. some requisition require open tender, this should trigger the tender initiation process while others can trigger a purchase order directly.					
889.	Provide a report of all pending requisitions as at a certain date showing how long they have been pending. Give periodic alerts to Procurement Division and the users for orders pending in the system.					
Formulation of Procurement Plan – Reporting						
890.	Ability to track and report on purchasing trends against the procurement plan					
891.	Procurement Plan implementation report based on a defined criteria e.g. per period, division, department etc.					
Registration/Prequalification of Suppliers						
892.	The system must support the registration and prequalification of suppliers					
893.	The system must support an on-line supplier portal that shall allow interaction between suppliers and WSPs.					
894.	The suppliers should be able to: ✓ Track on-line the status of their procurement documents (e.g. Order, invoice, etc.). ✓ Maintain supplier information (e.g. Contacts, Directors, bank details, etc.) ✓ Register as a supplier and submit bids and seek clarifications pertaining to open bids.					
895.	Embed a workflow for the supplier registration and prequalification process and capture approvals and comments associated with this process					
896.	Should be able to capture the following supplier details and maintain a central repository (supplier master database):					

	✓ Supplier number (auto-generated) ✓ Supplier type ✓ Category of service ✓ Items / services supplied ✓ Supplier’s name ✓ Multiple supplier addresses ✓ Office address ✓ Physical location ✓ Nature of business ✓ Telephone ✓ E-mail address ✓ Trade license no ✓ Certificate of incorporation/registration ✓ Registration no. & date ✓ Tax compliance certificate number ✓ Tax compliance certificate expiry date ✓ VAT Certificate Number ✓ VAT number ✓ PIN Certificate ✓ PIN number ✓ Details of directors (name, nationality, shares) ✓ Share capital ✓ Name of bankers ✓ NSSF Compliance Certificate ✓ NHIF Compliance Certificate ✓ Certificate of Good Conduct ✓ Access to Government Procurement Opportunities (AGLPO/LSO) Certificate ✓ Maximum value of business which can be handled by your firm at any given time ✓ Bank details ✓ Supplier status (Inactive) ✓ Comments on the supplier Ownership/directorship of the company					
897.	The system must allow users in the procurement division to update the status of a successfully registered or prequalified supplier to various status e.g. active to inactive and vice versa.					
898.	Allow sharing of supplier data in the central repository.					
899.	Detection of duplicate suppliers based on unique multiple supplier identification number such as PIN, Internal WSPs reference numbers, etc.					
900.	For 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).					
901.	Enable the attachment of documents to supplier prequalification tasks e.g. tender advertised, supplier responsiveness, filled business questionnaire, prequalification document, etc.					
902.	The system MUST be able to block the suppliers who have been debarred					
903.	The system MUST be able to unblock the supplier by appropriate authority					
904.	The system MUST be able to record complaints about the supplier.					
905.	The system MUST maintain a list that shows the items supplied by different suppliers.					
906.	The application MUST facilitate assignment of different items/ products to a supplier upon prequalification/registration.					
907.	The application MUST facilitate assignment of different items/products to a supplier upon prequalification/registration.					
Registration/Prequalification of Suppliers – Reports						
908.	The system should maintain Purchases Year to Date (YTD) in number and currency per supplier					
909.	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.					
910.	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.					
911.	The system MUST support LSO/LPO generation of a report on shortlisted suppliers					
912.	The system MUST support LSO/LPO generation of a report on status of supplier prequalification process.					
913.	The system MUST support LSO/LPO generation of a report history of bidders who have been given work many times (to promote fairness). The report should have the following details: ✓ Name of supplier ✓ Date of award ✓ Nature of work ✓ Value of work ✓ Date of prequalification					
914.	The system MUST support LSO/LPO generation of reports for supplier company ownership					
915.	The system MUST support LSO/LPO generation of historical information on purchase order/contract cancelled by Company, if any					

916.	The system MUST support generation of reports for supplier company Ownership					
917.	The system MUST support generation of historical information on purchase order/contract cancelled by Company, if any					
Tendering and Requests for Quotations						
918.	The system must be able to capture the following tender details. At a minimum, these details are: ✓ Tender number ✓ Name / description of service, goods or works ✓ Tender submission format e.g. combined technical and financial proposal ✓ Location of the bid document e.g. on website or obtained from procurement office ✓ Tender submission location ✓ Deadline for tender submission ✓ Date of tender opening ✓ Bid Bond/ Bid Declaration Certificate ✓ Purchasing fee for tender documents & mode of submission (banker's cheque, cash, insurance bond, etc.) ✓ System generated evaluation criteria ✓ Ability of online evaluation and scoring ✓ System supported evaluation START of Tender closure and end Date after 30 days from closure ✓ Tender evaluation results (both technical and financial results) ✓ Currency of the quotations ✓ Tender Validity period ✓ Tender document (specifications, terms & conditions, etc.) ✓ Status (Evaluation, under negotiation, awarded, advertised, etc.) ✓ Value of tender/quotation ✓ Name of bidder ✓ Number of tenders issued ✓ Responder details: Name of responders, value, technical and financial scores, etc. ✓ System should be able to capture the tender opening proceedings and registration of attendees. ✓ Location of the suppliers ✓ Performance bond value ✓ Expected date of start and completion ✓ Source of funds/budget availability for the					

	tender ✓ User department ✓ Date of contract signing ✓ Name of persons signing the contract/signatories ✓ Date of advertisement ✓ System generated evaluation report ✓ System generated professional opinion ✓ Date of tender award ✓ Method of tender procurement (direct procurement, open tender, restricted, etc.) ✓ Reasons for using the method of procurement ✓ Persons who approved the tender ✓ Tender termination details: tender number, reasons for Termination					
919.	The system should support LSO/LPO the generation of tender number for the different types of tender					
920.	The system must be able to print out the tender details above for purposes of advertisement and reporting					
921.	The system should have the functionality to manage procurements through Open Tendering process					
922.	The system should have the functionality to manage procurements through Request for Proposals process					
923.	The system should have the functionality to manage procurements through Two-Stage Tendering process					
924.	For all the above tendering processes, based on the Procurement Plan, it should then provide alerts (to user and procurement divisions) within a pre-defined advance period to initiate tender requests.					
925.	The value based on which the system determines whether an RFQ or a tender is needed should be configurable as per the procurement method.					
926.	The system should support the RFQ process by providing a workflow that allows procurement Division to: ✓ Receive purchase requisitions from the user department/division ✓ Convert the purchase requisition into an RFQ if it is less than a specified amount ✓ Allow prequalified suppliers to be selected. ✓ Automatically send the RFQ to the selected suppliers via email or allow for printing ✓ Convert an RFQ to the procurement division's purchase Requisition ✓ Convert the procurement division's					

	purchase requisition to an LPO/LSO upon approval ✓ Email the approved LPO/LSO to a supplier.					
927.	The workflow must be able to clearly capture all approval stages that have taken place					
928.	Provide functionality for evaluating and ranking supplier responses to an RFQ so as to determine the lowest quoting vendor					
929.	For each RFQ sent, the system should be able to capture the following details: ✓ RFQ reference number ✓ Description of service ✓ Names of suppliers to whom the RFQ was sent ✓ Name of responders ✓ Prices quoted ✓ Results of evaluation ✓ User defined comments					
930.	Ability to keep track of the tender evaluation process and stages and time frames through the process including: ✓ Tender opening: ✓ Technical evaluation ✓ Financial evaluation ✓ Management of tender opening/evaluation committees ✓ Supplier notification					
931.	The management tender opening/evaluation committee's access rights are only valid for 30 days. System to provide alerts and reminders to the committee members					
932.	Ability to track timelines for each stage of the procurement process					
933.	Ability to maintain documents associated with the tender process such as: ✓ Minutes of opening of tenders ✓ Evaluation reports ✓ Contracts ✓ LPO/LSOs					
934.	Ability to create a "single "contract number per physical contract that can be utilized across all operations of the ERP, and other WSPS systems.					
935.	Create standardized contracts quickly and easily by utilizing standard menus, lists and auto-fills for LPO/LSO population of contract data.					
936.	Ability to create contracts using standard terms and Clauses.					

937.	The system support LSO/LPOs required fields to avoid missing information					
938.	The system differentiates between prospective and existing vendors.					
939.	Allow special item products to be defined as needed					
940.	The system should have the ability for contract specialists to document the products covered by the contract. This should include general and specific product information.					
941.	Build mechanisms for pricing and service-level agreement flexibility into the contract.					
942.	Support for document management to maintain a tender library of templates and sample documents for the various elements of a tender including tender terms and conditions, draft contract terms and conditions, specifications and related documents					
943.	Ability to track timelines associated with each stage in the contract process and flag where these are exceeded					
944.	Ability to track status of bid bonds. Bid bonds for unsuccessful bidders should be returned when sending regret letters.					
Tendering and Requests for Quotations – Reporting						
945.	The system MUST be able to generate reports on tenders in the pipeline and their status					
946.	The system MUST be able to generate reports on status of the tendering process e.g. contract being drawn, awarded, evaluating, advertised as per specified periods. Alerts should be created to remind users.					
947.	The system MUST be able to generate reports on a list of tenders whose submission dates were extended.					
948.	The system MUST be able to generate reports on a list of RFQ sorted by different criteria e.g. RFQ number, supplier, material group, material/product etc.					
949.	The system MUST be able to generate reports on a price comparison list for RFQs.					
950.	The system MUST be able to generate reports on a summary of tender awards by procurement method, value, reserved tenders etc.					
951.	The system should generate reports on the responsiveness in a particular period e.g. How many responsive tenders in a particular period.					
952.	The system should generate monthly contract status alerts to user divisions.					

953.	The system should generate a list of tenders that have been terminated.					
Purchase requisition and Purchase Order Management						
954.	Embed a workflow for the purchase requisition process and capture approvals, comments and documentation associated with this process/task.					
955.	The system should allow for requisition approvals based on the set thresholds for the different approvers in the work flow process.					
956.	Avail online a purchase requisition form for internal users for raising purchase requisitions to the procurement division. The purchase requisition form should capture the following details: ✓ Department and Division raising the request ✓ Requisition date ✓ Description of the item requested ✓ Quantity of items ✓ Reasons for purchase ✓ Technical specifications (e.g. ToR, engineering specifications,etc.) ✓ Budget code ✓ Budget Officer to confirm availability (this should be the funds available as at the time of making the requisition) ✓ Name of requestor ✓ User divisional/departmental/Director approval ✓ Date of approval					
957.	Once the purchase requisition is submitted to procurement, the procurement division should be able to input extra data that will enable the requisition to be converted to a Purchase Requisitioning Order: ✓ Name of suggested supplier ✓ Address of suggested supplier ✓ Quantity & unit of measure ✓ Description/quality of goods ✓ Costs ✓ Name of alternative supplier ✓ Address of alternative supplier ✓ Delivery address ✓ Delivery date of goods ✓ Deadline of submission of the quotation/tender ✓ Discount (percentages, amount) ✓ VAT ✓ Tender/quotation number					

	✓ Opening Date ✓ System generated price comparison ✓ System generated comments/opinion for recommendation for award					
958.	The system should have a workflow that allows the following to be carried out when raising a purchase requisition:					
959.	Enables verification of the requisition against departmental budget so as to confirm the availability of funds: ✓ Capturing approval/rejection of the requisition by the user departments/Divisional head ✓ Verification by Budget Officer that the budget code has been allocated correctly ✓ Computation of divisional budget balance following the final approval of the purchase requisition					
960.	The workflow for raising a purchase requisition must be set up such that approval of the budget code associated with a purchase requisition is subjected to the approved procurement plan and the available budget					
961.	The system should be able to perform funds reservation for budgeted Items					
962.	For purchase requisitions that have been rejected, the system must be able to release the commitment of funds					
963.	The system must automate the raising of purchase requisition for stocked and non-stocked goods, and services from short listed suppliers					
964.	The system MUST capture the following details for Purchase order header ✓ LPO/LSO Number ✓ LPO/LSO description ✓ LPO/LSO type (maintenance & repair , one time purchase, and service contract) ✓ Requestor ID ✓ Supplier physical address ✓ Suppliers’ contact person/directors ✓ Expected delivery date ✓ Comments ✓ Delivery address ✓ Terms ✓ Payment term ✓ Full /Partial Delivery ✓ P.O date					

	✓ Warranty ✓ Total value of the LPO/LSO/Contract ✓ Quantity ✓ And any other necessary details for a LPO/LSO ✓ Local Agent ✓ Audit Trail of the Creator, Approver and Modifier of the LPO/ LSO					
965.	The system SHOULD be able to print the LPO/LSO information with company logo only once as an original copy. The re-print option SHOULD indicate duplicate copy.					
966.	The system must have a workflow for generation / raising of local purchase orders following approval of purchase requisition					
967.	Ability to record purchase order acknowledgement from vendor when LPO/LSO is sent by email.					
968.	The system should be able to generate Purchase Orders (LPO/LSO) through a workflow.					
969.	System should automatically generate an alert if acknowledgement is not received within a specified time from LPO/LSO issue date					
970.	All LPO/LSOs generated should include terms and conditions; the system should allow for the definition and maintenance of the terms and conditions.					
971.	The system shall allow an authorized user to update delivery or payment method for a purchase order					
972.	Ability to consolidate related procurements					
973.	The system shall notify the user about any changes made to the order.					
974.	Confirmation of item stock levels prior to raising a purchase requisition					
975.	The system should have a workflow for processing Purchase Requisitions where: ✓ The supplier and prices have been identified (Prequalified) ✓ The system must be able to capture all approvals related to the purchase requisitions. These include: ✓ Electronic signoff/approvals at the user department level (name, department, Division, date of approval) ✓ Approval references such as referencing to tender, deliberation minutes/reports etc. ✓ All approvals on the system must be clearly captured.					
976.	The system should have provision for raising					

	purchase requisition for recurring services automatically					
977.	The system should have provision for raising purchase requisition for recurring services that do not issue an invoice such as invoices from utility companies, etc.					
978.	The system should be able to provide for supplementary Purchase Orders and Purchase Requisitions					
979.	System should be able to support LSO/LPO procurement of different services i.e. fixed rate contract service/fixed rate temporary labor/rate based temporary labor					
980.	Manage the entry of Service Entry Sheets i.e. the acknowledgement of the of services received against an LPO/LSO or Contract					
981.	System should be able to show International commercial terms and display clearly the terms with selection options for Countries and their city (s). the final output on LPO/LSO should be e.g. Free On Board(FOB)					
982.	Ability of the system to input and analyze price trending per item and units of Services (Market Survey)					
983.	Ability of the system to track the total cost of Ownership for projects. The system to provide traceability of all cost relating to initial acquisition, installation, maintenance/support LSO/LPO as well as disposal /residual value especially for projects.					
984.	The system should be able to generate an acceptance certificate provide flex fields for end user acceptance of goods and comments for both the WSPS internal processes and the supplier.					
985.	Ability of system to generate material requests based on the set up min-max levels.					
986.	Ability to have the material requests generated go through an approval process and a purchase order or requisition created from them.					
987.	Ability of the system to allow for multiple line description per LPO/LSO					
988.	Processes multi-item type LPO/LSOs					
989.	The system should be able to process LPO/LSOs with multiple delivery Locations					
990.	The system Checks for duplicate Purchase order numbers					
991.	Purchase order/requisition numbers to be system assigned					
992.	System should allow reprint of LPO/LSO with 'copy, amendment no., reprint' marked on the print out					

993.	Ability to enter project details while creating purchase order and interface the details to budget module					
994.	Ability to print purchase order terms and conditions					
995.	Ability to allow authorized users to track status of approval their purchase requisitions and related purchase orders					
996.	Ability to restrict information that end users should view in the procurement process					
997.	Ability to enforce requirement for a contract based on the nature of items/service or value					
998.	Purchase requisition and Purchase Order Management- Reporting					
999.	The system MUST Provide a report of all requisitions for a specific Period.					
1000.	The system MUST provide a report of all pending requisitions as at a certain date showing how long they have been pending					
1001.	The system MUST generate reports on Frequency and volumes purchased and seasonal trending of items					
1002.	The system MUST generate reports on a list of open purchase orders					
1003.	The system MUST generate multi-dimensional reports on open purchase order e.g. By cost center etc.					
1004.	The system MUST generate reports on overdue supplies, which can be used to follow-up with suppliers for the material to be supplied.					
1005.	The system MUST generate reports on Purchase order commitment for the specified period.					
1006.	The system MUST generate reports on Purchase order detail showing the details of all type of purchase orders specified by the user. It MUST display the quantity received against the purchase order.					
Goods/Services Receipts and Inspections						
1007.	The system allows for the receipt of goods, services, works, repaired items, inter stores transfers, etc.					
1008.	The system automates generation of Goods Received Note (GRN) that must be associated / matched with an open Purchase Order(s).					
1009.	The system allows for full or partial receipts against a purchase order or contract					
1010.	The system must allow for the inspection of goods/services/works					
1011.	The system must allow for ad hoc set up of the Inspection and Acceptance Committee					

1012.	The system must be able to capture the Inspection and Acceptance Committee reports after a workflow approval process					
1013.	The system must be able to address situations where the goods have been received but needs to be returned to the supplier.					
1014.	The system should be able to provide alerts to key stakeholders on attainment of certain GRN status					
1015.	System should allow invoicing only for an approved GRN or for consolidated GRNs					
1016.	The system SHOULD have the ability to support one time vendors					
1017.	The system SHOULD have the ability to maintain approved supplier catalogue/lists for inventory items					
Goods/Services Receipts and Inspections – Reporting						
1018.	The system should have the ability to generate reports on pending Purchase Requisition /LPO/LSO					
1019.	By supplier, by item and by department.					
5. TECHNICAL MANAGEMENT SYSTEM REQUIREMENTS						
Production Requirement Description						
1020.	**Raw Water**					
1021.	Ability to create annual production plan					
1022.	Ability of the system to record and provide complete information on raw water					
1023.	The system should be able to capture the following raw water details and maintain a central repository (raw water database): ✓ Name of the source of raw water ✓ Type of the source of raw water ✓ Location of the source of raw water should be integrated or linked with a Geographic Information System (GIS) ✓ Supply locations of raw water should be integrated or linked with a Geographic Information System (GIS) ✓ Design capacity of the source of raw water (Volume) ✓ Operation design of the source of raw water (daily volume performance analysis)					
1024.	Ability to analyze **raw water quality** production water treatment plants ✓ Number of separate raw water source ✓ Water provided through all raw water sources (m3/day)-list to be provided ✓ Description of tests i.e. Turbidity, pH, colour,					

	temperature and other physio-chemical ✓ Number of tests conducted per raw water source ✓ Number of tests planned ✓ Total number of tests of raw water sources					
1025.	Ability to generate disaggregated daily, weekly, monthly and annual data and reports on production of raw water					
1026.	Enable authorized users to remark					
	Water Treatment					
1027.	Ability of the system to record and provide complete information on water treatment works					
1028.	The system should be able to capture the following treatment works details and maintain a central repository (treated water database): ✓ Name of water treatment works ✓ Location of water treatment works should be integrated or linked with a Geographic Information System (GIS) ✓ Supply location of treated water should be integrated or linked with a Geographic Information System (GIS) ✓ Design capacity of water treatment works (Volume) ✓ Operation design of water treatment works (daily volume performance analysis)					
1029.	Ability of the system to benchmark allowed abstraction levels yearly against the design capacity					
1030.	The system should be able to capture the following **water quality details** and maintain a central repository (treated water quality database): ✓ Annalise water quality against World Health Organization (WHO) standards/guidelines ✓ Water production to (m^3/day) ✓ Number of separate networks ✓ Water provided through all networks (m^3/day)-list to be provided ✓ Description of tests i.e. Residual chlorine, Bacteriological, Turbidity, pH, colour, temperature and other physio-chemical ✓ Number of tests conducted per network ✓ Number of tests planned according to guideline ✓ Number of tests within Kenya Standard ✓ Total number of tests in networks ✓ Specify *treatment chemicals(coagulants, disinfectant, soda ash, difluorides)* used for					

	water production, *quantity used* and *cost per*					

	treatment ✓ Enable authorized users to remark on: a) In case of deviation from No. of planned tests give reasons and state what action was taken: b) In case of non-compliance for water quality acceptable limits of tested samples give reasons and state what action was taken:					
1031.	Ability to generate disaggregated daily, weekly, monthly and annual data and reports on production of raw water					
1032.	The system should be able to capture the following **reservoir details** and maintain a central repository (reservoir database): ✓ Reservoirs unique ID ✓ Type of reservoirs ✓ Location of the reservoirs should be integrated or linked with a Geographic Information System (GIS) ✓ Supply location of reservoirs should be integrated or linked with a Geographic Information System (GIS) ✓ Design capacity of the reservoirs (Volume) ✓ Operation design of the reservoirs (daily volume performance analysis)					
1033.	Ability to conduct reservoir water balance computation using a predefined formulae to be shared by the water utilities					
1034.	Ability to generate disaggregated reservoirs daily, weekly, monthly and annual data and reports					
1035.	Ability to record water usage volume and backwash frequency as well as generate analysis					
1036.	The following bulk meter attributes should be included in the system registry ✓ Number of bulk meters ✓ GPS coordinates; ✓ Location of installed bulk meters ✓ Serial number ✓ Brand ✓ Type ✓ Serial number ✓ Readings ✓ Manufacturing date; ✓ First installation date (can be used to establish the age of the bulk meter in					

	combination with the manufacturing data, if known); ✓ Last installation (or servicing) date (can be used to estimate the age of the bulk meter if the first installation date is unknown); ✓ Operational status: functional, non-functional, damaged (but functional), or testing requested, visible defects; ✓ Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. ✓ Ability to create a maintenance schedule (who, start, finish and update).					
Electromechanical						
1037.	Ability of the system to record and provide complete information registry about pumps and motors used in the water distribution network.					
1038.	The pump and motor registry should be integrated or linked with a Geographic Information System (GIS)					
1039.	Ability to record number of pumps and motors					
1040.	The following pump attributes should be included in the registry: ✓ GPS coordinates; ✓ (Administrative) zone code; ✓ Serial number; ✓ Brand; ✓ Type: pump, motor, and coupling; ✓ Capacity, pump (hp), motor (kw); ✓ Volt, Amp, single- or three-phase; ✓ Manufacturing date; ✓ First installation date (can be used to establish the age of the pump/motor in combination with the manufacturing data, if known); ✓ Last installation (or servicing) date (can be used to estimate the age of the pump/motor if the first installation date is unknown); ✓ Operational status: functional, non-functional, damaged (but functional), or testing requested, visible defects; ✓ Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. ✓ Ability to create a maintenance					

	schedule (who, start, finish and update). ✓ The above attributes to be integrated with **<u>asset management and requisition sub-modules</u>**					
1041.	Ability to support energy audits with the following parameters ✓ Date of recording ✓ Time (start and finish) ✓ Cumulative pumping period(hours) ✓ Water pumped(m^3) ✓ Energy consumed in (kWh) ✓ Energy cost at KES per (kWh) ✓ Billed Electrical Consumption (kWh) ✓ Measured Electrical Consumption (kWh) ✓ Billed – Measured Variance ± (kWh) ✓ Generate comparison graphs					
Laboratory						
1042.	Ability to generate the following forms a. Sample analysis request form b. Test services contract review/enquiry form c. Laboratory test report					
1043.	Sample date and time must be entered.					
1044.	Purpose of test					
1045.	Full name of person receiving the sample					
1046.	Sampler’s full name and contact phone number must be entered.					
1047.	Use full names (versus initials) for sample identification. Ensure proper name and correct spelling is used.					
1048.	Sample location should include the specific location, georeferenced point where the sample was collected and time. Further information to identify the sample location should be entered in the field notes section.					
1049.	The “Client Information” section of the form must be completed.					
1050.	The “Notes” section of the form should be used for specific information relative to the sample that the sampler feels is important to the analysis and should appear on the printed report (i.e. reason for sampling, etc.).					
1051.	Ability of the system to record test requested including type of test, requirement, method and parameters					
1052.	Indicate which laboratory services is used whether					

	in house or outsourced services					
1053.	If in house laboratory services is offered the system should allow authorized users to approve/decline					
1054.	If it is outsourced laboratory services the system should prompt the user to enter invoice number before sample is analysed					
1055.	The system should auto generate receipts after final results and reports are finalized					
1056.	Define sample type i.e. Agricultural, portable water, Waste water, Lake water					
1057.	Date of sample analysis and report (start/finish/time)					
1058.	Predefined time to analyse specific samples					
1059.	Record reagents and substances as well as track quantities and allow requisition					
1060.	Approvals and verification. These include checked by, verified by, approved by					
1061.	Test frequency					
1062.	Test site whether field tests and those done on lab					
1063.	Generate daily, weekly, monthly and annual laboratory reports for reporting to Water Services Board and Water Service Providers					
1064.	Generate disclaimers in predefined templates for sample analysis					
Distribution						
1065.	Define route and network; ability to plot on Google Maps or via GPS					
1066.	Total kilometre of water network					
1067.	Display meter locations on maps.					
1068.	Use GIS tools to create buffers, overlays, joins, thematic maps, dynamic labels, reports, and queries. Perform radial, upstream/downstream, shortest/multiple/redundant path traces for flow, conduit, and cathodic protection networks. Analyse and report on leaks for an area or the entire network					
1069.	Create, assign, manage, and approve work orders in stand-alone mode or through integration with your work management system. Define dashboards and reports to help managers track project status and progress					
1070.	Analyse consumption trends, this should be integrated with billing module.					
1071.	Monitor meter asset performance and make better buying decisions.					
1072.	Identify and target customer segments for					

	personalized communication					
1073.	Ability to track bursts and leaks and capture the following information ✓ Incidence reporting time, date and location(to be georeferenced by repair team) ✓ Time taken to respond to repair and update the system on the status ✓ Size of pipe being repaired ✓ Pressure level ✓ Material used					
1074.	Ability of the system to create a maintenance schedule					
1075.	Gathers consumption data from analogue and smart meters					
1076.	Aggregates consumption data and calculates billing determinants					
1077.	Validates, edits, and estimates (VEE) meter data automatically					
1078.	This system digitizes pipe network data into exact drawing data to facilitate data management in expansion and update of pipe networks					
1079.	This system will support planning of pipe networks and water and waste water service areas by using various pipe network simulations.					
1080.	This system will enable sharing of pipe network information by multiple terminals and quick communications among Pipe Network Planning, Customer Service, Maintenance and other sections.					
1081.	Able to conduct simulations of pressure distribution, flow distribution and flow direction display.					
1082.	Able to manage planned pipe networks in the database.					
1083.	Simulates water suspension by specifying arbitrary shutdown points					
1084.	Displays water suspension regions and customer meters affected by the water suspension on screen.					
1085.	Displays operation valves to minimize water suspension regions.					
1086.	Periodically collect data from existing water billing systems and GIS systems through LAN or media to always make data latest.					
1087.	Displays map data on a web browser.					
1088.	Able to eliminate System installation procedure and save management cost.					
1089.	Able to also be used on a tablet computer or a mobile terminal					

Able To Do On-Site Hydraulic Validation of The District Metered Areas (DMA) and Meter Inspection						
1090.	Ability to support data collection during pressure testing (essentially at night) - drop-test procedure to prove hydraulic isolation					
1091.	Ability to Identify missing or erroneous network interconnections					
1092.	Metrological assessment of existing flow meters used as flow monitoring points					
1093.	Inspection of water meters, gaps and anomalies in the customer meter database					
1094.	Able to create remediation plan					
1095.	Number of known and proposed boundary valves that need to be changed					
1096.	Number of new boundary valves that need to be installed					
1097.	Numbers of meters to be further tested					
1098.	Number of meters to be repaired / replaced					
1099.	Able to create the water asset inventory					
1100.	Ability to ensure the accuracy of the data, e.g. water meter database, customer database					
1101.	Ability to update the Geographical Information System / maps with relevant information (stressed pipes, burst, defective meters…)					
1102.	Ability to update of hydraulic model with data collected					
1103.	Ability to support pressure management with the design and installation of pressure reducing valves					
1104.	Ability to calculate Non-Revenue Water using water balance computation through a predefined formulae to be shared by the water utilities. The formulae will calculate the following attributes; ✓ Real losses ✓ Commercial losses ✓ Billed unauthorised ✓ Unbilled unauthorised					
1105.	Ability to create work plan DMAs					
1106.	Ability to calculate operation and maintenance costs					
1107.	Ability to capture the following DMA meters information; ✓ Number of DMA meters ✓ GPS coordinates; ✓ Location of installed DMA meters ✓ Serial number ✓ Brand					

	✓ Type ✓ Serial number ✓ Readings ✓ Manufacturing date; ✓ First installation date (can be used to establish the age of the DMA meter in combination with the manufacturing data, if known); ✓ Last installation (or servicing) date (can be used to estimate the age of the DMA meter if the first installation date is unknown); ✓ Operational status: functional, non-functional, damaged (but functional), or testing requested, visible defects; ✓ Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. ✓ Ability to create a maintenance schedule (who, start, finish and update).					
Reporting						
1108.	Pre-built dashboards with flexible configuration to accommodate emerging needs					
1109.	Embedded analytics based on industry best practices					
1110.	Data models designed to meet utility industry needs					
1111.	Pre-built extractors and schema					
1112.	A rich set of graphics, mapping, and mash-up tools					
1113.	The power and stability of Business Intelligence					
1114.	Near-real-time analytics					
1115.	Easy integration with other enterprise applications					
Sewer Requirement Description						
Treatment Works						
1116.	a) Number of sewer treatment works b) Type of treatment - Conventional - Biological ponds c) Location of sewer treatment works should be integrated or linked with a Geographic Information System (GIS) d) Influent stream location should be integrated or linked with a Geographic Information System (GIS) e) Release of treated effluent location should be integrated or linked with a Geographic Information System (GIS)					

	f) Design capacity of sewer treatment works (Volume) - Conventional - Biological ponds g) Operation design of sewer treatment works (daily volume performance analysis - Conventional - Biological ponds h) Analyse quality of raw and treated sewer against World Health Organisation (WHO) standards/guidelines i) Sewer discharge (m3/day) j) Number of separate sewer networks k) Description of tests i.e. BOD5, COD, pH, Suspended solids, Ammonia, NH4, Nitrate, NO3, Nitrite NO2, Total Dissolved Solids, E.Coli, Total coliform l) Number of tests required per day m) Number of tests conducted n) Number of tests within Kenya Standard o) Total number of tests in separate sewerage treatment plant p) Grit volume q) Rugs weight r) Enable authorised users to remark on: - In case of deviation from No. of planned tests give reasons and state what action was taken - In case of non-compliance for effluent discharge quality acceptable limits of tested samples give reasons and state what action was taken					
1117.	Ability to generate disaggregated daily, weekly, monthly and annual data and reports on effluent discharge					
1118.	Ability to update on treatment work status: - Primary - Secondary - Tertiary					
1119.	**<u>Exhauster trucks</u>** ✓ Number of trucks registered ✓ Licence number and status ✓ Volume of truck ✓ Source of the effluent ✓ Number of trips ✓ Registration number of the truck ✓ Invoice number for licence issued ✓ Auto generate receipts for vendor					

	✓ Ability to generate disaggregated daily, weekly, monthly and annual data and reports on effluent discharge					
	Sewerage network					
1120.	Total length of network (Kilometres)					
1121.	Define route and network as well as location; ability to plot on Google Maps or via GPS					
1122.	Use GIS tools to create buffers, overlays, joins, thematic maps, dynamic labels, reports, and queries. Perform radial, upstream/downstream, shortest/multiple/redundant path traces for flow, conduit, and cathodic protection networks. Analyse and report on leaks for an area or the entire network					
1123.	Ability of the system to record and provide complete information registry about pumps and motors used in the water distribution network.					
1124.	The pump and motor registry should be integrated or linked with a Geographic Information System (GIS)					
1125.	Ability to record number of pumps and motors					
1126.	The following sewer pump attributes should be included in the registry: ✓ GPS coordinates; ✓ (Administrative) zone code; ✓ Serial number; ✓ Brand; ✓ Type: pump, motor, and coupling; ✓ Capacity, pump (hp), motor (kw); ✓ Volt, Amp, single- or three-phase; ✓ Manufacturing date; ✓ First installation date (can be used to establish the age of the pump/motor in combination with the manufacturing data, if known); ✓ Last installation (or servicing) date (can be used to estimate the age of the pump/motor if the first installation date is unknown); ✓ Operational status: functional, non-functional, damaged (but functional), or testing requested, visible defects; ✓ Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. ✓ Ability to create a maintenance schedule (who, start, finish and update). ✓ The above attributes to be integrated with **asset management and requisition sub**					

	modules					
1127.	Ability to support energy audits with the following parameters ✓ Date of recording ✓ Time (start and finish) ✓ Cumulative pumping period(hours) ✓ Effluent pumped(m^3) ✓ Energy consumed in (kWh) ✓ Energy cost at KES per (kWh) ✓ Billed Electrical Consumption (kWh) ✓ Measured Electrical Consumption (kWh) ✓ Billed – Measured Variance ± (kWh) ✓ Generate comparison graphs					
1128.	**Utilities exhauster trucks** ✓ Number of trucks ✓ Licence number ✓ Volume of truck ✓ Daily effluent discharge per truck/per trip ✓ GIS location of effluent exhaustion ✓ Full name of client requesting exhaustion services ✓ Invoice number for exhaustion ✓ Auto generate receipts for client ✓ Approvals and verification. These include checked by, verified by, approved by ✓ Ability to generate disaggregated daily, weekly, monthly and annual data and reports on effluent discharge					
1129.	**Manholes** ✓ Number of manholes ✓ GIS location of manholes ✓ Number of manholes covered, uncovered, damage or under repair. Ability to provide and change status overview					
1130.	**Geographic Information System (GIS)** • Ability of the system to integrate identified modules with GIS for real-time operational efficiency. Database is one, data is pulled from different modules. Object relation exists. • **Production and Distribution**: Raw water and water treatment works, reservoirs, production meters: All linked with their IDS, pipe network and supporting fittings (appurtenances), kiosks, B.Hs, river intakes • **Laboratory:** Sampling points and associated attributive information • **Sewer:** Sewer network, manholes					

	• **<u>Billing</u>:** Customer connection, meter types, meter sizes, categories i.e. derived from customer connection records to supplement the spatial information. (Account number or serial number used as a unique identifier • **<u>Events</u>:** Burst/leaks, sewer blockages, no water cases, water rationing programme, disconnection and reconnection, • **<u>Low Income Areas</u>:** Boundaries, projects within, project types, partners, project status, project budget, beneficiary mapping, prepaid meters					
6. Customer Relationship Management						
1131.	The ability to archive information without deletion, to allow for a clean 'live' dataset whilst maintaining historical reporting and data access;					
1132.	The ability to maintain versions of records, with auditing, workflow and roll-back as appropriate;					
1133.	The ability to record activity against individual users for auditing and process;					
1134.	The ability to 'soft delete' data – removing it from view without actually removing the record from the database;					
1135.	The ability to 'hard delete' – as required, and by specific users only, the ability to permanently and cleanly remove data from the system. We would be interested to see how such deletion is managed from a reporting point of view (i.e., does data become anonymised and summarised or simply deleted?);					
1136.	The ability to accurately control data access, workflow and editorial control based on user permissions, as fed from Active Directory.					
1137.	Other requirements include: ✓ Contact management ✓ Outlook integration ✓ Google Apps integration ✓ Account management ✓ Reports ✓ Dashboards ✓ Case management ✓ Knowledge base ✓ Chat ✓ Field service ✓ Workflow ✓ Escalations ✓ Email marketing integration					

1138.	**Scalability** ✓ User load and distribution ✓ 3-tier architecture in which the functional process logic, data access, computer data storage and user interface are developed and maintained as independent layers on separate platforms.					
1139.	**Availability** ✓ High-availability features ✓ Backup and recovery requirements					
1140.	**Functional Requirements** *Cross-functional requirements* ✓ Phone integration ✓ Screen pops ✓ Entitlement checking ✓ Outbound dialing ✓ Support of specific phone switch					
1141.	**Email support** ✓ Email integration ✓ Link to corporate email system ✓ Tag outbound emails ✓ Bulk outbound email ✓ Automatic load of incoming email ✓ Automatic processing of incoming emails ✓ Firewall compatibility requirements					
1142.	**Email processing** ✓ Automatic acknowledgements on emails ✓ Routing of incoming emails ✓ Canned response templates ✓ Automatic response suggestions ✓ Automatic responses					
1143.	**Email utilities** ✓ Spell checking ✓ Supported formats ✓ Email templates ✓ Attachments (inbound/outbound)					
1144.	**Customer Portal** ✓ Search capabilities from portal (bills, statements and complains)					
1145.	**Service/support case entry** ✓ Online case management ✓ Online viewing of existing cases ✓ Management of confidential information					

	✓ Adding comments ✓ Closing cases ✓ Reopening cases					
1146.	**Chat support** ✓ Integrated chat support or link ✓ Chat environment ✓ Response templates ✓ Control of window size ✓ Restrict chat access to certain pages ✓ Chat works on all types of pages ✓ Firewall compatibility and requirements ✓ Records of chat communications					
1147.	Universal queuing and logic.					
1148.	Customer Database					
1149.	**Comprehensive records** ✓ Consumers/corporate customers ✓ Multiple corporate contacts ✓ Special customer relationships e.g. end-user					
1150.	**Custom fields** ✓ Fields required ✓ Restrictions on creation, deletion ✓ Ease of creation/changes					
1151.	**Link between databases** ✓ Customer master ✓ Synchronization requirements ✓ Data auditing					
1152.	**Customer history** ✓ Records needed ✓ Synchronization requirements					
1153.	**Knowledge management** ✓ Document creation. ✓ Migrate CRM objects to documents ✓ Spell checking ✓ Document templates ✓ Custom document attributes ✓ Document formats ✓ New documents available on the spot					
1154.	**Self-learning features** ✓ Popularity rankings ✓ User ratings ✓ Report failed searches ✓ Flagging errors					

1155.	**Customizable templates** ✓ Key reports ✓ Graph templates ✓ Time-based report templates					
1156.	**Contact management** ✓ Track all interactions ✓ Schedule appointments ✓ Manage to-do items					
1157.	**Support-Tracking Requirements** ✓ Flexible case attributes ✓ Custom values ✓ Custom fields					
1158.	**Case creation and entitlement** ✓ Easy/quick case creation ✓ Case packs					
1159.	**Support multiple entitlement strategies** ✓ Routing, rules, and alerts ✓ Single-criteria routing ✓ Multi-criteria routing ✓ Automatic (forced) assignments ✓ Alert on screen / e-mail /sms ✓ Escalations ✓ Easy-to-use rule engine					
1160.	**Workflow support** ✓ Special case statuses ✓ Full workflow support ✓ Powerful and flexible workflow engine ✓ Business users can modify workflow					
1161.	**History trail** ✓ Collaboration and escalation ✓ Automatic and user-controlled escalations ✓ Asking for collaborators ✓ Record collaboration ✓ Make collaboration visible to customers					
1162.	**Customer satisfaction surveys** ✓ Transaction-based ✓ Sampling mechanism ✓ Opt-out					

7. PROJECT/GRANT MANAGEMENT MODULE

1163.	The above module should have the ability to create project-based accounting in order permit users to see the financial state on a project level.					
1164.	It should have the ability to also allow accounting staff to record costs and revenues associated with					

	different projects on a daily basis.					
1165.	It should allow development and uploading of approved project work plan					
1166.	It should have the capability to track progress and update status of project implementation					
1167.	The module should be integrated with basic elements of the other modules.					

3. Functional Collection & Monitoring

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

The ERP system for TEWASCO must meet the following business function requirements to ensure efficient automation, integration, and streamlining of critical operational processes:

1. **Billing and Customer Management**:
   The system must automate the entire billing process, from meter reading to invoicing, ensuring accurate, timely, and transparent billing for all customers. It should be seamlessly integrated with the customer database to track account details, payment history, and service status. The system must support multiple billing cycles, provide alerts for overdue payments, and enable flexible payment options.

2. **Finance and Accounting**:
   The ERP must provide a comprehensive finance and accounting module, including functionalities for managing ledgers, financial statements, accounts payable and receivable, budgeting, and general accounting. It should ensure compliance with financial regulations and offer detailed reporting capabilities for both internal and external audits. The system should also support automated tax calculations and the preparation of tax returns.

3. **Human Resources (HR) and Payroll**:
   The system must automate HR processes, including recruitment, employee management, performance evaluations, and payroll processing. It should ensure compliance with labor laws and tax regulations, providing accurate payroll calculations, statutory deductions, and employee benefits. The HR module should also allow for leave management, training, and attendance tracking.

4. **Procurement and Inventory Management**:
   The ERP system must streamline procurement workflows by automating the requisition, purchasing, approval, and inventory management processes. The system should enable real-time tracking of stock levels, automated reorder alerts, and ensure efficient management of suppliers, purchase orders, and invoices. It must also allow for inventory reporting, minimizing stock outs or overstocking.

5. **Technical Operations and Maintenance**:
   The system must support the management of technical operations, including tracking of infrastructure, assets, and maintenance schedules. It should automate maintenance requests, work orders, and inventory management for technical supplies. The system should enable tracking of repairs, preventive maintenance, and downtime, ensuring optimal asset performance and reducing operational disruptions.

6. **Water Distribution Management**:
   The ERP system should integrate with GIS data for effective water distribution management. It must support planning, monitoring, and reporting on water sources, pipelines, storage tanks, and customer connections. The system should also be able to monitor water quality, usage patterns, and maintenance activities to ensure consistent service delivery and address non-revenue water (NRW) issues.

7. **Customer Service Management**:
   The system must provide a customer service management module to handle inquiries, complaints, and service requests efficiently. It should allow for automated ticketing, case tracking, and resolution management, ensuring that all customer interactions are logged and monitored for quality control.

8. **Reporting and Analytics**:

   The system must offer robust reporting and analytics capabilities, enabling the generation of standard and customizable reports. These reports should cover financial, operational, and customer service data, providing actionable insights for decision-making. The system should ensure real-time data availability, data visualization, and support for business intelligence tools.

9. **Security and Access Control**:

The ERP must have a comprehensive security framework, including user roles and permissions, to ensure that sensitive data is protected and only accessible by authorized personnel. The system must comply with data protection regulations and ensure the confidentiality, integrity, and availability of information.

10. **Compliance and Regulatory Reporting**:

    The system must ensure compliance with industry-specific regulations, including water management, financial reporting, and environmental guidelines. It should support the generation of required regulatory reports, ensuring that TEWASCO meets legal and regulatory requirements efficiently.

11. **Integration with Existing Systems**:

    The system must facilitate integration with external payment channels, including **bank** and **M-Pesa** payment gateways. This will allow customers to make payments directly through their preferred methods, with automatic reconciliation of transactions.

ii) Performance Requirements of the Information System

1. The system should be able to support 50 concurrent users
2. For availability, the ERP system has to be available to users within official working hours in Kenya
3. In terms of throughput capacity and response times, the ERP response to requests to be in 10 seconds
4. The system should be scalable to add new modules without affecting existing modules
5. The ERP system should have high reliability with switching to back up site in the event of outage. The database should rollback transactions.

4. Service Specifications – Supply & Install Items

i) Service Specifications

Integration requirements are detailed under the Integration Requirements section. Integration to be done using APIs or other services such as web services and file transfer. During requirements phase, the system integration requirements will be confirmed and documented.

ii) Training and Training Materials

- User: Prepare training plan, training materials for physical and online training. Execute training for the users, have users sign in attendance and feedback forms. The training materials shall cover module specific training, basic computing skills, login and access to ERP, navigation, accessing functionalities and executing tasks. A help section should also be set up for users to self-troubleshoot issues. This hands on training to be done for a period of a minimum of 5 working days.
- Train the trainer (Business Champions): Hands On Training to understand usage of all the features of the ERP system for a minimum of 3 working days.
- Technical: Technical users to be trained on system administration, user management, Level 1 support tasks such as troubleshooting, creating fields, forms and reports. Bidder to provide operation manuals, procedure manuals and deployment/installation guide. Training workshop minimum of 5 working days to cover: Database Management, Application Management, Data Back up.
- Management: Train on accessing and generating reports, dashboards and executing approvals in the system.
- The knowledge transfer to include initial and ongoing training and skills development. Also ensure necessary environment setup, data creation to conduct end user training. Provide certificate to the trainees upon successful completion of the ERP system training

iii) Data Conversion and Migration

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

- Migration of data and synchronization from current applications and manual records to the new setup/ERP system
- Coordinate with existing system administrators of existing systems to ensure smooth data archival, backup and replication
- Responsibility of ensuring data synchronization lies with the bidder
- Conversion support and methodology should include conversion of the following data

Accounts Payable Check History File	Bank Reconciliation Master File
• Fund Ledger Master File (includes Accounts, budgets, and balance forward)	• Fund Ledger Master File (Includes: Account activity history for current fiscal year and at least one prior fiscal year, preferably two prior years)
• Fund Ledger Encumbrances / Open Purchase Order	• Accounts Receivable Master
• Accounts Payable Master File	• Customers Master File
• Utility Billing Master File	• Human Resources Master File
• Asset/Stores Management Master File	• Payroll Master File
• Supply Chain Master File	• Procurement Master File
• Technical Management (Production and Distribution of Water and Wastewater) Master file	• Ticketing Master File
• Audit Trail Master File	• Project Management File
• Contractor Master File	• Any other files as above functions

iv) Documentation Requirements

- End-User documents: User Manuals on ERP navigation and use, in English language to be developed. Contents in the documents include navigation steps, screen shots with step by step guidance on how to carry out tasks.
- Technical Documents: Technical documentation on system administration, troubleshooting, user management. To be done in English language with screenshots and step by step navigation.

5. Technology Specifications

i) Standard Software Specifications

1. Business Application Software: ERP software solution with the required objects for customization, extension and configuration.
2. The ERP software should have the following featured capabilities:

• General Ledger	• Asset Disposal and Management
• Bank Reconciliation	• Inventory Management
• Accounts Receivable and Accounts Payable	• Tendering Process
• Assets Management	• Network Operations
• Cost Accounting	• Water Management
• Financial Statements (Trial balance, Statement of financial position, Statement of cash flow)	• Water Quality
• Payroll Processing	• Waste Water Management
• Budget Preparation and Management	• NRW
• Revenue and Cash Receipting	• GIS Operations
• Utility Billing	• Employee Time Management
• Integrated Billing	• Human Resource Management
• Ticketing for complaints	• Training Management
• Customer Care Management	• Payroll Management
• Automation of bills by SMS and Email	• CSR Programs and Projects
• Purchasing and procurement	• Low Income Consumers
• Fixed Assets Management	• Plants or Sites
• Vendor Management	• Integration with other systems

• Dashboards, Visualizations, Real-time detailed Reporting	• Web Portal for Customer Self Service
• Cloud Hosting	

ii) Consumables

Recurrent cost items, if any, to be detailed in the Recurrent Cost pricing table

iii) Other Non-IT Goods

Not Applicable.

6. Testing and Quality Assurance Requirements

i) Inspections

Factory Inspections: None
Inspections following delivery: None

ii) Pre-commissioning Tests

a) In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Purchaser) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).
b) ERP System Testing: Testing by bidder after development to ensure all required functionalities have been achieved. Test scripts, test conditions and success criteria to be defined in the test plan.
c) The Entire System: Pre-commissioning Tests for the entire System are: User Acceptance Testing (UAT) covering end to end ERP testing, integration with other 3rd party systems such as banks and mobile money. Test scripts, test conditions and success criteria to be defined in the test plan.

iii) Operational Acceptance Tests

1. Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.
2. Post Go Live Testing period of three (3) months where users use ERP system in Production environment to execute tasks with minimal defects being recorded.

7. Service Specifications – Recurrent Cost Items

i) Technical Support

1. Warranty Service: The bidder MUST guarantee free support for the proposed system for at least one (1) year covering user and system support. Also, the bidder shall furnish a maintenance schedule for the system.
2. Service Level Agreement: Bidders shall propose a 5 Year SLA that addresses the following:
    i) How regular and after-hours support is provided
    ii) How system defects are handled
    iii) Escalation Matrix
    iv) Response time
    v) Contact persons
    vi) Proof of local presence
    vii) How and when system upgrades are provided

   viii) Online support from manufacturer
   ix) Custom modifications
   x) Any other related SLA requirements
3. User support / hot line: Dedicated hot line to be set up covering support during office hours as defined in the Service Level Agreement. This will also include on-site support; hence the bidder must demonstrate availability of local support. Regular user support must be available Monday through Friday, between the hours of 8:00 a.m. and 5:00p.m. East African Time
4. Technical Assistance: The bidder MUST commit to providing ongoing technical support for the tuning and re-configuration as requested from time to time once an SLA is signed before the expiry of the warranty period. For Level 2 and Level 3 support, covering major ERP changes and vendor support, response time to be defined in the Service Level Agreement
5. Post-warranty maintenance services: To be defined in the Service Level Agreement.

8. Implementation Schedule

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

- **Implementation Schedule Table**

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Start Date (weeks from Effective Date)	End Date (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan	- -	- -		- -		
1	e.g. Requirements Phase				- -	- -	- -
1.1	e.g. Design Phase						
1.2	e.g. Development Phase						
1.3	e.g. Testing Phase						
2.0	e.g. Training Phase e.g. Data Migration						
2.1	e.g. Go Live		“				
2.2	e.g. Support Phase	2	“				
	etc.						

Site Table(s)

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
	Tetu Aberdare	Tetu Aberdare		None

- **Table of Holidays and Other Non-Working Days**

Month	Holidays
1	1
2	0
3	0
4	2
5	2
6	1
7	1
8	0
9	0
10	2
11	0
12	2

SECTION VI BILL OF QUANTITIES

PRICE SCHEDULE		
	Indicate Price per module including portal	**Estimate Costs in Kshs.**
1.	System users 10 user licenses for Core Enterprise Resource Planning System, and unlimited access licenses through the portal.	
2.	System Administration	
3.	Finance and Accounting Management Module	
4.	Human Resource Management module	
5.	Procurement Management Module - Automating procurement processes, including supplier management	
6.	Inventory and Stores Management Module	
7.	Asset Management Module	
8.	Payroll Management Module	
9.	Internal Audit Module - Customizing for managing audit tasks, reports, and compliance tracking	
10.	Customer Management and Billing Module	
11.	Budgeting and Planning Module	
12.	Business Intelligence and Reporting Module	
13.	Cloud Hosting & Security - Ensuring cloud hosting with security, backup, and disaster recovery solutions	
14.	Data Conversion and Migration from Legacy System to new System	
15.	Training	
16.	ERP Support and Maintenance	
17.	Other Costs	
18.	**VAT (16%)**	
	TOTAL COST FOR UPGRADE, CUSTOMIZATION, SUPPORT AND MAINTENANCE OF THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM	

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS.

SECTION VIII - GENERAL CONDITIONS OF CONTRACT.

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

a) **The Accepted Contract** Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

e) **Compensation Events** are those defined in GCC Clause 42 hereunder.

f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.

i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.

j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

k) **Days** are calendar days; months are calendar months.

l) **Day work**s are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

m) **A Defect** is any part of the Works not completed in accordance with the Contract.

n) **The Defects** Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.

o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC,** who is also the Procuring Entity.

r) **Equipmen**t is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.

u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

y) **SCC** means Special Conditions of Contract.

z) **The Site** is the area of the works as **defined as such in the SCC**.

aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

ff) **A Variation** is an instruction given by the Project Manager which varies the Works.

gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2. Interpretation

21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

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

a) Agreement,
b) Letter of Acceptance,
c) Contractor's Bid,
d) Special Conditions of Contract,
e) General Conditions of Contract, including Appendices,
f) Specifications,
g) Drawings,
h) Bill of Quantities[6], and
i) any other document **listed in the SCC** as forming part of the Contract.

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[6] *In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*

3. Language and Law

3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country 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.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

5. Delegation

5.1 Otherwise **specified in the SCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

   i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Worksor

   ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

aa) a Defect which existed on the Completion Date,

bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or

cc) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

a) loss of or damage to the Works, Plant, and Materials;

b) loss of or damage to Equipment;

c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractorto Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC,** the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub- consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority 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 Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

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

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.

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

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

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

a) this fully detailed claim shall be considered as interim;

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

c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

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

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub- Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

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

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2 Amicable Settlement

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

24.3 Matters that may be referred to arbitration

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

a) The appointment of a replacement Project Manager upon the said person ceasing to act.

b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

e) Any dispute arising in respect of war risks or war damage.

f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

24.4 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

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

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

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

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

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

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

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

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

24.5 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

i) Architectural Association of Kenya
ii) Institute of Quantity Surveyors of Kenya
iii) Association of Consulting Engineers of Kenya
iv) Chartered Institute of Arbitrators (Kenya Branch)
v) Institution of Engineers of Kenya

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

24.6 Alternative Arbitration Proceedings

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

24.7 Failure to Comply with Arbitrator's Decision

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

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

24.8 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor 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 bidding 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. Time Control

26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying outany resulting instruction of the Project Manager.

C. Quality Control

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price[7]

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price[8]

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

38.1 All Variations shall be included in updated Programs9 produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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[7] *In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:*

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

[8] *In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:*
The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall notbealtered when the Contractor makes such changes to the Activity Schedule.

[9] *In lump sum contracts, add "and Activity Schedules" after "Programs."* [10] *In lump sum contracts, delete this paragraph.*

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) the proposed change(s), and a description of the difference to the existing contract requirements;
b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
c) a description of any effect(s) of the change on performance/functionality.

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

a) accelerate the contract completion period; or
b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
c) improve the quality, efficiency, safety or sustainability of the Facilities; or
d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

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

a) a reduction of the Contract Price; the amount to be paid to the Contractor 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 Contractor shall be the full increase in the Contract Price.

39. Cash FlowForecasts

39.1 When the Program[11], is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed12.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7 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*.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

h) The Project Manager unreasonably does not approve a subcontract to be let.

i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.

k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

l) The advance payment is delayed.

m) The effects on the Contractor of any of the Procuring Entity's Risks.

n) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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[11] *In lump sum contracts, add "or Activity Schedule" after "Program."*

[12] *In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."*

42.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency y of Payment

44.1 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

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

P = A + B Im/Io

where: P is the adjustment factor for the portion of the Contract Price payable.

A and B are coefficients[13] **specified in the SCC,** representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and is in the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

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

46. Retention

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

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

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC,** by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing theContract

53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

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[13] *The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.*

56. Operating and Maintenance Manuals

56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction oramalgamation;
d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
f) the Contractor does not maintain a Security, which is required;
g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT.

Except where otherwise specified, all Special *Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.*

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
	A. General
GCC 1.1 (q)	The Procuring Entity is *[insert name, address, and name of authorized representative]*.
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be *[insert date]* *[If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]*
GCC 1.1 (x)	The Project Manager is *[insert name, address, and name of authorized representative]*.
GCC 1.1 (z)	The Site is located at *[insert address of Site]* and is defined in drawings No. *[insert numbers]*
GCC 1.1 (cc)	The Start Date shall be *[insert date]*.
GCC 1.1 (gg)	The Works consist of *[insert brief summary, including relationship to other contracts under the Project]*.
GCC 2.2	Sectional Completions are: *[insert nature and dates, if appropriate]*
GCC 5.1	The Project manager *[may or may not]* delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: *[insert Schedule of Other Contractors, if appropriate]*
GCC 9.1	**Key Personnel** GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: *[insert amounts]*. (b) For loss or damage to Equipment: *[insert amounts]*. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[insert amounts]*. (d) for personal injury or death: (i) of the Contractor's employees: *[amount]*. (ii) of other people: *[amount]*.
GCC 14.1	Site Data are: *[list Site Data]*
GCC 20.1	The Site Possession Date(s) shall be: *[insert location(s) and date(s)]*
GCC 23.1 &	Appointing Authority for the Adjudicator: [*insert name of Authority]*.

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 23.2	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: *[insert hourly fees and reimbursable expenses]*.
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within *[number]* days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is *[insert number]* days. The amount to be withheld for late submission of an updated Program is *[insert amount]*.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: *[insert number]* days. *[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]*
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be ___% *(insert appropriate percentage. The percentage is normally up to 50%)* of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: *[insert name of currency of the* Procuring Entity's Country*]*.
GCC 45.1	The Contract *[insert "is" or "is not"]* subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients *[specify "does" or "does not"]* apply. *[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]* The coefficients for adjustment of prices are: (a) *[insert percentage]* percent nonadjustable element (coefficient A). (ib) *[insert percentage]* percent adjustable element (coefficient B). (c) The Index I for shall be *[insert index]*.
GCC 46.1	The proportion of payments retained is: *[insert percentage]* *[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]*
GCC 47.1	The liquidated damages for the whole of the Works are *[insert percentage of the final Contract Price]* per day. The maximum amount of liquidated damages for the whole of the Works is *[insert percentage]* of the final Contract Price. *[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]*
GCC 48.1	The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is *[insert percentage]* of the final Contract Price. *[If early completion would provide benefits to the* Procuring Entity*, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]*

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 49.1	The Advance Payments shall be: *[insert amount(s)]* and shall be paid to the Contractor no later than *[insert date(s)]*.
GCC 50.1	The Performance Security amount is *[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the* Procuring Entity*]* (a) Performance Security – Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is *[insert date]*. The date by which “as built” drawings are required is *[insert date]*.
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is *[insert amount in local currency]*.
GCC 57.2 (g)	The maximum number of days is: *[insert number; consistent with Clause 47.1 on liquidated damages]*.
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is *[insert percentage]*.

FORM No 1: NOTIFICATION OF INTENTION TO AWARD.

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

FORMAT

1. For the attention of Tenderer's Authorized Representative
   - *i)* Name: *[insert Authorized Representative's name]*
   - *ii)* Address: *[insert Authorized Representative's Address]*
   - *iii)* Telephone: *[insert Authorized Representative's telephone/fax numbers]*
   - *iv)* Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: [*email*] on [*date*] (local time)

This Notification is sent by (*Name and designation*) ____

3. Notification of Intention to Award
   - *i)* Procuring Entity: *[insert the name of the Procuring Entity]*
   - *ii)* Project: *[insert name of project]*
   - *iii)* Contract title: *[insert the name of the contract]*
   - *iv)* Country: *[insert country where ITT is issued]*
   - *v)* ITT No: *[insert ITT reference number from Procurement Plan]*

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

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

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

a) The successful tenderer

i) Name of successful Tender____

ii) Address of the successful Tender ____

iii) Contract price of the successful Tender Kenya Shillings ____(in wor

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

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

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

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

   i) Attention: [*insert full name of person, if applicable*]
   ii) Title/position: [*insert title/position*]
   ii) Agency: [*insert name of Procuring Entity*]
   iii) Email address: [*insert email address*]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) 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 (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

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

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

6. How to make a complaint

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

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

   i) Attention: [*insert full name of person, if applicable*]
   ii) Title/position: [*insert title/position*]
   iii) Agency: [*insert name of Procuring Entity*]
   iv) Email address: [*insert email address*]

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

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.

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

e) There are four essential requirements:

   i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
   ii) The complaint can only challenge the decision to award the contract.
   iii) You must submit the complaint within the period stated above.
   iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature:____ **Name:**______________________

Title/position:____ **Telephone:**____ **Email:** ______________

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF…………..20……..

BETWEEN

… .... APPLICANT

AND

… .... RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.

2.

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

that: 1.

2.

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

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

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letter head paper of the Procuring Entity] [date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by... (*name of Procuring Entity)*.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:...

Name and Title of Signatory:..

Name of Procuring Entity...

Attachment: *Contract Agreement*...

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the______________________day of_________________________, 20____, between ______________________________________of __________________________(hereinafter "the Procuring Entity"), of the one part, and_____________________________________of______________________(hereinafter "the Contractor"), of the other part:

WHEREAS the Procuring Entity desires that the Works known as________________________________should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
   a) the Letter of Acceptance
   b) the Letter of Tender
   c) the addenda Nos__________(if any)
   d) the Special Conditions of Contract
   e) the General Conditions of Contract;
   f) the Specifications
   g) the Drawings; and
   h) the completed Schedules and any other documents forming part of the contract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed and sealed by____(for the Procuring Entity)

Signed and sealed by____(for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:____*[insert name and Address of* Procuring Entity*]* **Date:**______________

____*[Insert date of issue]*

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

1. We have been informed that____(hereinafter called "the Contractor") has entered into Contract No.__________________dated______________________________with (*name of Procuring Entity*)_______________________________(the Procuring Entity as the Beneficiary), for the execution of

   ________________________(here in after called "the Contract").

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

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

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

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

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

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

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM No. 6 - PERFORMANCE SECURITY

[Option 2– Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:______________________________ *[insert name and Address of* Procuring Entity*]* **Date:** ______________________________ *[Insert date of issue]*.

PERFORMANCE BOND No.:______________________________

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

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

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the ______________day of______________, 20 , for______________in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
   1) complete the Contract in accordance with its terms and conditions; or
   2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
   3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day____of ______________________20______________________.

SIGNED ON______________________________________on behalf of By__in the capacity of In the presence of

SIGNED ON______________________________________on behalf of By_in the capacity of In the presence of

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:______________________________*[Insert name and Address of* Procuring Entity*]*
Date:____________________________________*[Insert date of issue]*

ADVANCE PAYMENTGUARANTEE No.:______________________________*[Insert guarantee reference number]* **Guarantor:**

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

1. We have been informed that____________________(hereinafter called “the Contractor”) has entered into Contract No. ____________________*dated*_______________with the Beneficiary, for the execution of ______________________________

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____________(*in words*) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_________________________________(*in words*______________________)[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 the costs of mobilization in respect of the Works; or
   b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of____, 2 ,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

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

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[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

[2] *Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date:______________________________________*[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

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

1. We have been informed that____________________*[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. ________________*[insert reference number of the contract]* dated___________________with the Beneficiary, for the execution of___________________________*[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[*insert the second half of the Retention Money] is to be made against a Retention Money guarantee.

3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[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 that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number______________________at______________________*[insert name and address of Applicant's bank]*.

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

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

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

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

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[1] *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

[2] *Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM.

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

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:____*[insert identification no]*

Name of the Tender Title/Description:___________________________*[insert name of the assignment]* to:

____________________________________*[insert complete name of Procuring Entity]*

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

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

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly----------- % of shares Indirectly---------------% of shares	Directly……… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct………………… Indirect………………....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct………….. Indirect…………
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
2.	Full Name		Directly------ ----- % of shares Indirectly---- -----------% of shares	Directly……… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct………………… Indirect………………..	1.Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct………….. Indirect…………
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
e.t.c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer .... *[insert complete name of the Tenderer]*____________________

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

Designation of the person signing the Tender .... [insert complete title of the person signing the Tender]

Signature of the person named above .... [insert signature of person whose name and capacity are shown above]

Date this .... [insert date of signing] day of .... [Insert month], [insert year]

Bidder Official Stamp