



**RONGO UNIVERSITY (RU)**

**TENDER DOCUMENT**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF  
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

**TENDER NO. RU/ERP/007/2023-2024**

**CLOSING/OPENING DATE 5<sup>TH</sup> FEBRUARY, 2024 AT 10.00AM**

**ISSUED BY:**

**THE VICE CHANCELLOR**

**RONGO UNIVERSITY**

**P.O. BOX 103-40404 RONG, MAIN  
CAMPUS, ALONG KISII- MIGORI ROAD**

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1) **NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

The Vice-Chancellor  
Rongo University,  
Kisii-Migori Road, Kitere Hills,  
P. O. Box 103 –40404,  
Rongo, Kenya.  
Email: [procurement@rongovarsity.ac.ke](mailto:procurement@rongovarsity.ac.ke)

2) Invitation to Tender (ITT) No. **RU/ERP/007/2023-2024**

3) Tender Name: **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ERP SYSTEM**

4) Tender Invitation Date: **Tuesday 23<sup>rd</sup> January, 2024.**

## INVITATION TO TENDER (ITT)

### **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

1. The Rongo University (RU) invites sealed tenders for the **Supply, Delivery, Installation, Testing and Commissioning of Enterprise Resource Planning (ERP) System**.
2. Tendering will be conducted under Open Competitive Method (National) using a standardized tender document. Tendering is open to all eligible, qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from 9.00 a.m. to 4.00 p.m. at the address given below.
4. A complete tender documents may be Purchased or obtained by interested tenderers upon payment of a nonrefundable fees of **Kshs. 1,000.00 (One Thousand only)** to e-Citizen through M-Pesa Pay Bill No. **222222** Account No, **RUCS-TENDER**. Tender documents **obtained** electronically from the Website [www.rongovarsity.ac.ke](http://www.rongovarsity.ac.ke) or [www.tender.go.ke](http://www.tender.go.ke) will be free of charge. Tenderers downloading documents from a designated Website shall advise the Procurement Entity that they have downloaded the tender documents, giving full contact addresses of the tenderer (email, telephone number and postal address).
5. Tender documents may be viewed and downloaded for free from the website [www.rongovarsity.ac.ke](http://www.rongovarsity.ac.ke) or [www.tender.go.ke](http://www.tender.go.ke). Tenderers who download the tender document must forward their particulars immediately to [procurement@rongovarsity.ac.ke](mailto:procurement@rongovarsity.ac.ke) to facilitate any further clarification or addendum.
6. The Tenderer shall chronologically **serialize all pages** of the tender documents submitted.
7. All Tenders must be accompanied by a Bid Security of Kenya Shillings Three Hundred and Fifty Thousand Only (**Kshs. 350,000.00**) from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.
8. Completed tenders must be delivered to the address below on or before **Monday 5<sup>th</sup> February, 2024 at 10.00 a.m.** Electronic Tenders **will not** be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.
11. The addresses referred to above are:  
**A. Address for obtaining further information on the tender documents**

The Vice-  
Chancellor  
Rongo  
University

Main Campus  
Kisii-Migori Road, Kitere Hills

P. O. Box 103 –40404  
Rongo, Kenya  
Email: [procurement@rongovarsity.ac.ke](mailto:procurement@rongovarsity.ac.ke)

**B. Address for Submission of Tenders**

The Vice-Chancellor,  
Rongo University,  
Main Campus,  
Kisii-Migori Road, Kitere Hills,  
P. O. Box 103 –40404,  
Rongo, Kenya.

Tender Box located on the ground floor, administration block entrance  
On **Monday 5<sup>th</sup> February, 2024 at 10.00 a.m.**

**C. Address for Opening of Tenders.**

The Rongo University,  
Main Campus,  
Kisii-Migori Road,  
Rongo, Multipurpose hall, On **Monday 5<sup>th</sup> February, 2024 at 10.00 a.m.**

**TON**

**PROCUREMENT OFFICER.  
FOR: VICE-CHANCELLOR**

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## **PART 1 - TENDERING PROCEDURES**

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## SECTION I -INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

#### 2. Throughout this tendering document:

The terms:

- 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 contexts or esquires, “singular” means “plural” and vice versa; and
  - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

#### 3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), 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 **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives 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. 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 entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c has the same legal representative as another Tenderer; or
  - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
  - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
    - i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
    - ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all

Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

- 4.5 A Tenderer may have ITT 4.9.the nationality of any country, subject to the restrictions pursuant to Public procurement and Disposal Act, 2015
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke)
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 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.
- 4.10 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 sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)

4.13 A Tenderer may be considered ineligible if he/she offers 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.

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

## **5 Qualification of the Tenderer**

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **B. Contents of Tendering Document**

## **6 Sections of Tendering Document**

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

### **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**

- v) Section V-Procuring Entity's Requirements

### **PART 3: Contract**

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. 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 tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **7. Site Visit**

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine 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 in to a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

## **8 Pre-Tender Meeting**

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender 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 pre tender visit of the site of the service, 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 ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## **9 Clarification of Tender Documents**

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

## **10 Amendment of Tender Documents**

- 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 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into

account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

### **C. Preparation of Tenders**

#### **11 Cost of Tendering**

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

#### **12 Language of Tender**

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages 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 **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- 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 22.3;
- f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i Any other document required in the **TDS**.

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

- 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. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

- 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.

## **14 Form of Tender and Activity Schedule**

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared 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 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 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.

## **15 Alternative Tenders**

- 15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.
- 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 time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

## **16. Tender Prices and Discounts**

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

## **17 Currencies of Tender and Payment**

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

## **18 Documents Establishing Conformity of Services**

18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

18.3 Tender 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 Service provider or group of service providers, 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 processor contract management.

18.4 The purpose of the information described in ITT 18.3 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.

18.4 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 ITT18.3. 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.

18.6 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.

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

18.8 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 on going, 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, pending the outcome of (iii),
- 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.

18.9 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 of ITT 18.9 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 or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **19 Documents Establishing the Eligibility and Qualifications of the Tenderer**

19.1 To establish Tenderer's eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification submitted with the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified 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.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified in Section III, Evaluation and Qualification Criteria.

## **20 Period of Validity of Tenders**

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## 21 Tender Security

- 21.1 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**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an services company registered and licensed by the Services Regulatory Authority listed by the Authority; or
  - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or
  - b. if the successful Tenderer fails to:
  - c. sign the Contract in accordance with ITT 46; or
  - d. Furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.
- 21.10 A tenderer shall not issue a tender security to guarantee itself.

## 22 Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.

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

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

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

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

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

#### **23 Sealing and Marking of Tenders**

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a. in an envelope or package or container marked "**ORIGINAL**", all documents comprising the Tender, as described in ITT13; and
- b. in an envelope or package or container marked "**COPIES**", all required copies of the Tender; and
- c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
  - i. in an envelope or package or container marked "**ORIGINAL-ALTERNATIVE TENDER**", the alternative Tender; and
  - ii. in the envelope or package or container marked "**COPIES- ALTERNATIVE TENDER**", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

## **24 Deadline for Submission of Tenders**

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

**24.2** The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, 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.

## **25 Late Tenders**

**25.1** The Procuring Entity shall not consider any Tender that arrives after the dead line 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.

## **26 Withdrawal, Substitution and Modification of Tenders**

**26.1** A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) 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 withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked **“WITHDRAWAL,” “SUBSTITUTION,”** or **“MODIFICATION;”** and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

**26.3** 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.

## **27 Tender Opening**

**27.1** Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

**27.2** First, envelopes marked **“WITHDRAWAL”** shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the

withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 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.

27.4 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.

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

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

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

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

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

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

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

## **28 Confidentiality**

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

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

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

## **29 Clarification of Tenders**

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

29.2 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.

## **30 Deviations, Reservations, and Omissions**

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

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

## **31 Determination of Responsiveness**

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

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

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

Consulting Services specified in the Contract; or

- ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

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

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

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

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

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

## **32 Arithmetical Errors**

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

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

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

### 33 Conversion to Single Currency

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

### 34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

### 35 Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot

or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

## **36 Comparison of Tenders**

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

## **37 Abnormally Low Tenders and Abnormally High Tenders**

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

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

37.3 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**

37.4 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.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if he 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 maybe.

37.6 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.

### **38 Unbalanced and/or Front-Loaded Tenders**

38.1 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.

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

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

### **39 Qualification of the Tenderer**

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

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

## **F. Award of Contract**

### **43 Award Criteria**

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

### **42 Notice of Intention to enter in to a Contract**

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

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

### **43 Stand still Period**

43.1 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.

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

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

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.

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

## **45 Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

## **46 Signing of Contract**

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

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

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

## **47 Performance Security**

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or services company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

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

## **48 Publication of Procurement Contract**

48.1 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.

#### **49 Adjudicator**

49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

#### **50 Procurement Related Complaint**

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

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	The Tender reference number (ITT) is: <b>RU/ERP/007/2023-2024</b> The Procuring Entity is: <b>RONGO UNIVERSITY</b> The name of the ITT is: <b>SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM</b>
ITT 2.1(a)	<b>Electronic –Procurement System</b> The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: <b>N/A</b>
ITT 2.2	The Intended date commencing providing the Services <b>WILL SPECIFIED IN THE CONTRACT.</b> The contract duration for each item will be <b>TWO YEARS.</b>
ITT 3.3	The Information made available on competing firms is as follows: <b>N/A</b>
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: <b>TWO (2NO)</b>
	<b>B. Contents of Tendering Document</b>
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing at the Address specified above to reach the Procuring Entity not later than <b>FOUR DAYS BEFORE THE CLOSING DATE.</b>  ii) The Procuring Entity shall publish its response at the website <a href="http://www.rongovarsity.ac.ke">www.rongovarsity.ac.ke</a> .
ITT 7.2	(A) A pre-arranged pretender site visit <b>“SHALL NOT”</b> take place  (B) Pre-Tender meeting <b>“SHALL NOT”</b> take place
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>N/A</b> before the meeting.
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is <b>N/A</b>
ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: <b>N/A</b> Other documents required are <b>N/A</b>
ITT 14.1	Alternative Tenders <b>“SHALL NOT BE”</b> considered.
ITT 15.5	The prices quoted by the Tenderer <b>“SHALL”</b> be subject to adjustment during the

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be <b>KENYA SHILLINGS (KES.)</b>
ITT 18.3	Prequalification <b><i>"HAS NOT" been</i></b> undertaken.
ITT 19.1	The Tender validity period shall be <b>ONE HUNDRED AND TWENTY (120) days.</b>
ITT 20.1	A Tender Security <b><i>"SHALL BE" be</i></b> required. A Tender-Securing Declaration <b><i>"SHALL NOT "be</i></b> required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be <b>KES.350, 000.00.</b>
ITT 21.1	In addition to the original of the Tender, the number of copies is: <b>ONE COPY.</b>
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>POWER OF ATTORNEY.</b>
	<b>D. Submission and Opening of Tenders</b>
ITT 23.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <b>Rongo University (RU)</b> <b>Kisii-Migori Road, Main Campus</b> <b>P.O Box 103-40404 Rongo, Kenya</b>
ITT 23.1	The deadline for Tender submission is: <b>Monday, 5<sup>th</sup> February, 2024 at 10.00am</b> Tenderers <b><i>"SHALL NOT"</i></b> have the option of submitting their Tenders electronically. The electronic Tender submission procedures shall be: <b>N/A</b>
ITT 26.1	The Tender opening shall take place at: <b>Rongo University (RU)</b> <b>Kisii-Migori Road, Main Campus, Upper Boardroom</b> <b>P.O Box 103-40404 Rongo, Kenya</b>
ITT 26.1	The electronic Tender opening procedures shall be: <b>N/A</b>
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by <b>THREE (3NO)</b> representatives.
	<b>E. Evaluation and Comparison of Tenders</b>
ITT 33.2	The currency shall be <b>KENYA SHILLINGS (KES.)</b> and the source of exchange rate shall be <i>Central Bank of Kenya is the source.</i>
ITT 34.2	Margin of preference shall <b>NOT BE ALLOWED.</b>
	<b>F. Award of Contract</b>
ITT 44.1	The negotiations will be held at <b>RONGO UNIVERSITY/ BIDDER`S PREMISES</b>
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> .  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:  <b>Rongo University (RU)</b> <b>Kisii-Migori Road, Main Campus</b> <b>P.O Box 103-40404 Rongo, Kenya</b> <b>Website: <a href="http://ongovarsity.ac.ke">ongovarsity.ac.ke</a></b>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p data-bbox="711 159 1091 192">Email: <a href="mailto:vc@rongovarsity.ac.ke">vc@rongovarsity.ac.ke</a></p> <p data-bbox="279 208 1347 241">In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li data-bbox="328 275 946 309">(i) the terms of the Tender Documents; and</li> <li data-bbox="328 342 1102 376">(ii) the Procuring Entity's decision to award the contract.</li> </ul>

## **SECTION III – EVALUATION AND QUALIFICATION CRITERIA**

### **1. General Provision**

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
  - b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
  - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods Services and Works** for evaluating Tenders.

### **1.3 Evaluation and contract award Criteria**

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

## **2 Preliminary examination for Determination of Responsiveness**

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

## **3 Tender Evaluation (ITT 35)**

**Price evaluation:** in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply: **N/A**

- i) **Alternative Completion Times**, if permitted under ITT 15.2, will be evaluated as follows: **N/A**
- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 15.3, will be evaluated as follows: **N/A**
- iii) **Other Criteria**; if permitted under ITT 35.2 (e): **N/A**

## **4 Multiple Contracts**

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

#### **OPTION1**

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

#### **OPTION 2**

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

### **5 Alternative Tenders (ITT 15.1)**

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

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

### **6 MARGIN OF PREFERENCE**

**Apply Margin of Preference**, if so allowed to all evaluated and accepted tender as follows.

- 6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 6.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.
- 6.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
  - i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
  - ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to

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

**7 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 5,000,000**.
  - ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ *[insert of year]* years.
  - iii) At least \_\_\_\_\_ *(insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
  - iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - vi) Other conditions depending on their seriousness.
    - a) **History of non-performing contracts:**

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

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

**c) History Litigation**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last

\_\_\_\_\_ (*Specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## EVALUATION CRITERIA

The evaluation of the responsive bids will take into account technical factors by bidders in addition to financial factors. The following requirement will constitute part of the tender and basic of the evaluation.

### Stage :1 Preliminary Evaluation

Tenders will be evaluated based on the basis of their responsiveness to mandatory requirements as listed here below. This stage shall be evaluated on a **YES/NO** basis.

**Table 1: Mandatory Requirements**

MR	EVALUATION ATTRIBUTES	YES/NO
MR 1	Attach a copy of Certificate of incorporation/Business Registration	
MR 2	Attach a copy of PIN Certificate	
MR 3	Submit a copy of valid & current Tax Compliance Certificate from Kenya Revenue Authority (valid as at the date of tender opening).	
MR 4	Attach a copy of Valid Business Permit/Trading License	
MR 5	Attach a copy of the Company Profile including a background of the firm, organizational structure, products and services.	
MR 6	Provide a current CR12 from the Registrar of Companies for Limited Companies or relevant registration documents for Sole Proprietorships/Partnerships.	
MR 7	Provide a copy of Certified Audited Financial Statements for the last three (3) years ( <b>2020, 2021 and 2022</b> ). A copy of registration certificate and practicing license from a recognized accounting body for the auditor(s) who audited the Annual Accounts and Financial Statements of the Bidder must also be attached.	
MR 8	Provide a proof of adequate Partnership Arrangement/Partnership Agreement for Enterprise Resource Planning System.	
MR 9	Submit Software Manufacturer's Authorization or Patent Rights Declaration (Provide a letter of authorization by the software developer if different from bidder) or provide a proof of system ownership.	
MR 10	Submit original Bid Security of <b>Kshs 350,000</b> in form of Bank Guarantee valid for <b>120 days</b> .	
MR 11	A dully filled, signed and stamped Form of Tender.	
MR 12	The tender must be valid for <b>120 days</b>	
MR 13	Submit one original Tender Document and a Copy	
MR 14	The Tender Documents must be <b>sequentially serialized</b>	
MR 15	Submit a dully filled, signed and stamped Self-Declaration Form that the tenderer is not debarred by the Public Procurement Regulatory Authority <b>-Form SD1</b>	
MR 16	Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him/her to submit/execute the agreement as a binding document	
MR 17	Provide a duly-filled, signed and stamped Self-Declaration Form that the tenderer will not engage in any corrupt or fraudulent practice <b>-Form SD 2</b>	
MR 18	Submit a copy of Certificates or Accreditations from ICT Authority for: <ul style="list-style-type: none"> <li>• ICTA I: System and Applications</li> </ul> <i>(This will be verified online from ICT Authority Website).</i>	
MR 19	Provide a duly completed filled, signed and stamped Schedule of Prices Form	
MR 20	Provide evidence of successful implementation of similar ERP Systems in at least ten (10) chartered universities (Public and Private) and provide a list of Modules implemented in each University. Submit copy of LPO/Letter of Award, Copy of Contract, Completion Certificate and recommendation of successful implementation of the ERP System and their contacts.	

MR 21	Provide a copy of LPO/Letter of Award, Copy of Contract, Completion Certificate and Recommendations of successful implementation of an Academic Information System in at least one (1) University (public or private)/College/TVET with a minimum contract value of <b>Kshs. 40 Million (Forty Million)</b> .	
MR 22	Provide a dully-filled up Confidential Business Questionnaire, stamped and signed.	
MR 23	Provide a dully-filled, stamped and signed Certificate of Independent Tender Determination.	
MR 24	Provide a dully-filled, stamped and signed declaration and commitment to the Code of Ethics Form.	
MR 25	Bidders must provide Certificates of Registration from the Office of the Data Protection Commissioner for: <ul style="list-style-type: none"> <li>• Data Controller</li> <li>• Data Processor</li> </ul> <i>(Verification will be done online)</i>	
	<b>Responsiveness (R)</b>	
	<b>Non Responsive (NR)</b>	

Bidders who will meet all the requirements in preliminary evaluation stage will proceed to technical evaluation stage. Those who will fail preliminary evaluation will be termed as non-responsive and will not proceed for further evaluation.

### Stage2: Technical Evaluation Criteria

The Evaluation Committee shall use the criteria in the following Table for technical evaluation and comparison of tenders which have passed the preliminary evaluation. Bidders must conform to the specific Technical Requirement.

**Table 3: Technical Requirements**

T.E	TECHNICAL REQUIREMENTS	MAXIMUM SCORE	SCORE	REMARKS
TE1	<p>Profile and competency of key personnel to be involved in the project.</p> <p>a) Lead Consultant/Project Manager</p> <p>i. Relevant Masters – <b>5 points</b></p> <p>ii. Relevant Degree – <b>3 points</b></p> <p>iii. Relevant Diploma – <b>2 points</b></p> <p><b>Relevant experience</b></p> <p>i. Lead Consultant (Above 10years) – <b>5 points</b></p> <p>ii. Lead Consultant (Above 5 years) – <b>3 points</b></p> <p>iii. Lead Consultant (Below 5 years) – <b>2 points</b></p> <p><b>b) Technical staff</b></p> <p>i. At least two of the staff graduates with IT related degrees. – <b>4 points</b></p> <p>ii. At least two of the staff graduates with IT related diplomas. – <b>2 points</b></p> <p><b>Relevant experience</b></p> <p>Two Technical staff experience (Above 7years) – <b>6 points</b></p> <p>Two Technical staff experience (Above 5years) – <b>4 points</b></p>	20		

	Two Technical staff experience (Above 3years) – <b>2 points</b> Note: <i>The University will carry out background checks to verify the information provided.</i>			
TE2	System Architecture and Design	3		
TE3	Adequacy of the proposed methodology and work plan for performing the task assignment.	3		
TE4	Compliance with the required scope of ERP (Technical quality of the proposed solutions) Academic Module Finance Module Procurement Module Human Resource Module Health services Module Student Affairs Module Transport/Fleet Management Module Security Module Legal/litigation Matters Module Council Module Project and Planning Management Module IGU Module Research and Grant Module E-Board Module	7 7 5 5 3 3 2 2 1 1 1 1 1 1		
	<b>AT THIS STAGE, BIDDERS SHOULD BE READY TO DO A VIRTUAL DEMONSTRATION (UPON REQUEST)</b>			
TE5	Data Cleaning & Migrating Strategy	3		
TE6	Integration Strategies	3		
TE7	System Testing Strategy	2		
TE8	System Security Features	3		
TE9	Business Continuity and Disaster Recovery Strategies	2		
TE10	Proposed Training Plan for different system users	4		
TE11	User Acceptance Testing Strategy	3		
TE12	Warranty (At least 3 years)	2		
TE13	Support and Maintenance Strategies	3		
TE14	The ERP must have a fully web-based architecture, enabling access through standard web browsers	6		
TE15	Cloud Compatibility: • The ERP system should be capable of deploying on cloud infrastructure (e.g., Safaricom, Cloud, AWS, Azure, Google Cloud) • Integration and Interoperability: Compatibility with existing cloud services and applications for seamless integration.	1  1  1		

	• Cloud Service Models: The ERP System be compatible with the chosen cloud service model (e.g., IaaS, PaaS, or SaaS).			
	<b>TOTAL</b>	<b>100</b>		

**Note:** A Bidder must attain an overall score of **80** or **higher** to **move** to the financial evaluation stage. **Before financial evaluation, Bidders will be required to do a live demonstration of all Modules in their system (Proof of Concept)**

### **Stage3: Financial Evaluation**

This shall involve Financial (Premium) Comparison and checking for arithmetic errors if any and compliance to tender instructions.

The lowest evaluated Financial Proposal (**Fm**) is given the maximum financial score (**Sf**) of **100**.

The formula for determining the financial scores (**Sf**) of all other Proposals is calculated as following:

$$Sf = 100 \times Fm / F,$$

Where:

“**Sf**” is the financial score,

“**Fm**” is the lowest price, and

“**F**” the price of the proposal under consideration.

The weights given to the Technical (**T**) and Financial (**P**) Proposals are:

$$T = 0.80 \text{ and}$$

$$P = 0.20$$

### **Combined weighted score**

Proposals are ranked according to their combined technical (**St**) and financial (**Sf**) scores using the weights

(**T** = the weight given to the Technical Proposal; **P** = the weight given to the Financial Proposal; **T + P = 1**) as follows:

$$S = St \times T\% + Sf \times P\%.$$

**The successful firm will be the firm that achieves the highest combined technical and financial score and may be invited for negotiations.**

### **Stage 4: Negotiations and Due Diligence**

The lowest scored firm will be called upon to negotiate on any other clarifications that will be noticed during evaluations.

Due diligence on the bidders' clients shall be conducted.

## SECTION IV - TENDERING FORMS

### 1. FORM OF TENDER

#### ***INSTRUCTIONS TO TENDERERS***

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tenders shall include the following Forms duly completed and signed by the Tenderer.*
  - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
  - b) *Certificate of Independent Tender Determination*
  - c) *Self-Declaration of the Tenderer*

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

**ITT No.:** \_\_\_\_\_ *[insert number of ITT process]*

**Alternative No.:** \_\_\_\_\_ *[insert identification No if this is*

*a Tender for an alternative]* **To:** \_\_\_\_\_ *[insert complete name of*

*Procuring Entity]*

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: *[insert a brief description of the Non-Consulting Services]*;
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*;

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total*

price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: *[Specify in detail each discount offered.]*
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- g) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

- a) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- l) **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;
- m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy \_\_\_\_\_ available \_\_\_\_\_ from \_\_\_\_\_ (*specify website*) during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
  - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
  - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

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

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

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

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

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



i) **TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Instruction to Tenderer**

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

a) **Tenderer's details**

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

**General and Specific Details**

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

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

© Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

- i) Private or public Company \_\_\_\_\_
- ii) State the nominal and issued capital of the Company-  
 Nominal Kenya Shillings (Equivalent) .....  
 Issued Kenya Shillings (Equivalent) .....
- iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly 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		

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

**f) Certification**

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

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

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

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Date)*

## ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
\_\_\_\_\_ *[Name of Procuring Entity]*  
for: \_\_\_\_\_

\_\_\_\_\_ *[Name and number of tender]* in response to the request for  
tenders made by: \_\_\_\_\_ *[Name of Tenderer]* do hereby make the following  
statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

iii) SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

Bidder Official Stamp

FORM SD2

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

I, .....of P. O. Box.....being a resident of

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
.....(*insert name of the Company*) who is a Bidder in respect of Tender No.  
..... for .....(*insert tender title/description*) for  
.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....

.....

..... (Title)

(Signature)

(Date)

Bidder's Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....(person) on  
behalf of *(Name of the*  
*Business/* *Company/Firm)*

..... declare that I have  
read and fully understood the contents of the Public Procurement & Asset Disposal Act,  
2015, Regulations and the Code of Ethics for persons participating in Public Procurement  
and Asset Disposal and my responsibilities under the Code.

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

Name of Authorized  
signatory.....

Sign.....

Position.....

Office address.....

Telephone.....Email.....

.....

Name of the  
Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign.....

Date.....

#### iv) **APPENDIX1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

##### **1. Purpose**

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

##### **2. Requirements**

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
  - 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
  - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable;
  - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
- a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

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

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

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive he procuring entity of the benefits of free and open competition.
    - c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its

agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup>all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

## 2. TENDERER INFORMATION FORM

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

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

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

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

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

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

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

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

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

6. Tenderer's Authorized Representative Information

Name: .....*[insert Authorized Representative's name]*

Address.....*[insert Authorized Representative's Address]*

Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*

Email Address:.....*[insert Authorized Representative's email address]*

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

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

☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution,

in accordance with ITT4.6 documents establishing:

i) Legal and financial autonomy

ii) Operation under commercial law

iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan

tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## OTHER FORMS

### 3. TENDERER'S JV MEMBERS INFORMATION FORM

*[The Tenderers 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]*

1. Tenderer's Name:..... <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name:..... <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: ..... <i>[insert name of JV's Member authorized representative]</i> Address:..... <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers:..... <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address:..... <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  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. <input type="checkbox"/>  In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. <input type="checkbox"/>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

#### 4. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary:\_\_\_\_\_ Request for Tenders

No:\_\_\_\_\_ Date:\_\_\_\_\_ TENDER

GUARANTEE No.:\_\_\_\_\_

Guarantor: \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (hereinafter called" the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of \_\_\_\_\_ Under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension there to provide 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 thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

5. FORM OF TENDER SECURITY (TENDER BOND)/ BOND NO. \_\_\_\_\_

1. BY THIS BOND..... *[name of tenderer]* as Principal (herein after called “the Principal”), and..... *[name, legal title, and address of surety]*, **authorized to transact business in**.....*[name of country of Purchaser]*, as Surety (herein after called “the Surety”), are held and firmly bound unto..... *[name of Purchaser]* as Obligee (herein after called “the Purchaser”) in the sum of.....*[amount of Bond]* *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for the supply of \_\_\_\_\_. *[name of Contract]* (herein after called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
  - a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension there to provide by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Purchaser during the Tender Validity Period or any extension there to provide 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 Purchaser's Tendering document.then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension there to provide by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_  
Corporate Seal (where  
appropriate)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

## TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated] Date:.....*[insert date(as day, month and year) of Tender Submission]*

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

To:.....*[insert complete*

*name of Purchaser]* I/We, the undersigned, declare that:

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

Signed:.....

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

.....

Name:

.....

..... Duly authorized to sign the bid for and on behalf of: .....*[insert*

*complete name of Tenderer]* Dated on ..... day

of..... *[Insert date of signing]*

Seal or stamp

## QUALIFICATION FORMS

### 6. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, 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	Sub contracts from Local sources			
5				
B				
1				
2				
3	Local materials			
4				
5				
C				
1	Use of Local Plant and Equipment			
2				
3				
4				
5				
D	Add any other items			
1				
2				
3				
4				
5				
E				
1				
2				

3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

## 7. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment	
	<input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner		Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project		
	Address of owner		
	Telephone	Contact name and title	

## 8. FORM PER - 1

### Contractor's Representative and Key Personnel Schedule

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

### Contractor' Representative and Key Personnel

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

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

## 9. FORM PER-2:

### Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Jobtitle:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

## DECLARATION

I, the undersigned.....*[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: \_\_\_\_\_*[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

### 10 FORM ELI -1.1

#### Tenderer Information

##### Form

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Tenderer's name

In case of Joint Venture (JV), name of each member:

Tenderer's actual or intended country of registration:

*[indicate country of Constitution]*

Tenderer's actual or intended year of incorporation:

Tenderer's legal address [in country of registration]:

Tenderer's authorized representative information

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

Address: \_\_\_\_\_

Telephone/Faxnumbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents of

- ☐ 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, letter 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:

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

## 11. FORM ELI -1.2

Tenderer's JV Information Form  
(to be completed for each member of Tenderer's JV)

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ <input type="checkbox"/> E-mail address: _____ <input type="checkbox"/>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## 12. FORM CON –2

### Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

#### Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

☐ Contract non-performance did not occur since 1<sup>st</sup> January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

☐ **Non- performed Contract Identification  
portion of contract**

Contract(s) not performed since 1<sup>st</sup> January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year			Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>  Name of Procuring Entity: <i>[insert full name]</i>  Address of Procuring Entity: <i>[insert street/city/country]</i>  Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

#### Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	

**Litigation History in accordance with Section III, Evaluation and Qualification Criteria**

- D** No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.
- D** Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification : [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## Financial Situation and Performance

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title:

Financial Data Historic information for previous \_\_\_\_\_ years,

Type of Financial information in (currency)	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITT 15 for the exchange rate

#### 14. FORM FIN – 3.2:

##### Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

##### Financial documents

The Tenderer and its parties shall provide copies of financial statements for \_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- Be independently audited or certified in accordance with local legislation.
- Be complete, including all notes to the financial statements.
- Correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>1</sup> for the \_\_\_ years required above ; and complying with the requirements

\_\_\_\_\_

### Average Annual Construction Turnover

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual  Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

14. FORM FIN – 3.2:

15. FORM FIN–3.3:

### 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 contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

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

**16 FORMFIN-3.4:****Current Contract Commitments / Works in Progress**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter 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.

--

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work  [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months  [Kenya Shilling /month]
1					
2					
3					
4					
5					

**17. FORM EXP-4.1**

**General Construction Experience**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

\_\_\_\_\_ Page \_\_\_\_\_ of

\_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____  Amount of contract: _____  Name of Procuring Entity: _____  Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____  Amount of contract: _____  Name of Procuring Entity: _____  Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____  Amount of contract: _____  Name of Procuring Entity: _____  Address: _____	

## WORK SCHEDULES AND SPECIFICATIONS

AS INCLUDED IN THE PERFORMANCE & SPECIFICATION

N/A

## Section IV – Tendering Forms

### 1. The Specifications and Priced Activity Schedules

#### PRICE SCHEDULE

NO	MODULE/SUB MODULE	Cost in Ksh
1.	<b>Academic Module</b> (Admission, Timetabling, course Registration, course Loading, Examination, Lecturer Evaluation, Graduation, Alumni)	
2.	<b>Finance Module</b> (General Ledger, accounts payable, accounts Receivables, fixed assets, Impress Management, Budgetary and Vote Book, Insurance Expenses, Cash Book, Student Finance, Project Management, IGU Management, Medical and Part-Time claims)	
3.	<b>Procurement module</b> (E-procurement, procurement processing , procurement planning and Budgeting, Inventory Control and Stores management, Asset Disposal, Contract management, Registration of Suppliers)	
4	<b>Administration &amp; Human Resource Module</b> (Human Resource Management, Payroll processing, Recruitment module, promotions, Salary Increment, Contract Appointment, Study Leave, Training, Industrial Attachment, Document Handling, Quality Management)	
5.	<b>Student Affair Module</b> (Hostels Management, Work Study, Student Disciplinary, Student online Voting, Catering Services)	
6.	<b>Health Services Module</b> (Patient Management, Clinical Health Information, Clinical Decision Support, Order entry and prescribing, Health Information and Reporting, pharmacy, laboratory)	
7.	<b>Transport/Fleet management</b> (Fleet management, Garage operations fleet maintenance)	
8.	<b>Security</b> (Security incidence Records, biometric identification)	
9.	<b>Legal/Litigation</b> (Memorandum of Understanding, Litigation Matters)	
10.	<b>Council</b>	
11.	<b>E-Board</b> (Council, Senate, Deans, School Boards, Departmental Boards)	
	<b>VAT</b>	
	<b>TOTAL</b>	

Name of Tenderer .....[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the

*Tender] Date [insert date]*

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## 2. Method Statement

N/A

### 3. Work Plan

N/A

#### 4. Other Time Schedule

*(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)*

## 1 NOTIFICATION OF INTENTION TO AWARD

*[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]* For the attention of Tenderer's Authorized Representative

Name: .....*[insert Authorized Representative's name]*

Address: .....*[insert Authorized Representative's Address]*

Telephone numbers: .....*[insert Authorized Representative's telephone/fax numbers]*

Email Address:..... *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:**..... This Notification is sent by: *[email/fax]* on *[date]* (local time)

**Procuring Entity:** .....*[insert the name of the Procuring Entity]*

**Contract title:**..... *[insert the name of the contract]*

**ITT No:** .....*[insert ITT reference number from Procurement Plan]*

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

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

### I). The successful Tenderer

<b>Name:</b>	<i>[insert name of successful Tenderer]</i>
<b>Address:</b>	<i>[insert address of the successful Tenderer]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Tender]</i>

**ii). Other Tenderers** *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

	Tender price	Evaluated Tender price (if applicable)

[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

### iii). How to request a debriefing

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

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

**Attention:** .....*[insert full name of person, if applicable]*

**Title/position:** .....*[insert title/position]*

**Agency:** .....*[insert name of Procuring Entity]*

**Email address:**..... *[insert email address]*

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

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

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

### iv. How to make a complaint

**Period:** Procurement-related Complaint challenging the decision to award shall be submitted by *[insert date and time]*.

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

**Attention:**.....*[insert full name of person, if applicable]*

**Title/position:**..... *[insert title/position]*

**Agency:** .....*[insert name of Procuring Entity]*

**Email address:**..... *[insert email address]*

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.

5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority [info@ppra.go.ke](mailto:info@ppra.go.ke) or at [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke))

**v). Standstill Period**

**DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 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: \_\_\_\_\_

## 2 NOTIFICATION OF AWARD-FORM OF ACCEPTANCE

*[Form head paper of the Procuring Entity]*

.....*[date]*

To:.....*[name and address of the Service Provider]*

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 Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully  
signed

Authorized Signature:.....

.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

### 3. FORM OF CONTRACT

*[Form head paper of the Procuring*

*Entity]* **LUMP SUM**

#### REMUNERATION

This CONTRACT (herein after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the “Procuring Entity”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(herein after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the “Service Provider”).]*

#### WHEREAS

- a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the “Services”);
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) The Form of Acceptance;
  - b) The Service Provider's Tender
  - c) The Special Conditions of Contract;
  - d) The General Conditions of Contract;
  - e) The Specifications;
  - f) The Priced Activity Schedule; and
  - g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the

Services Appendix B: Schedule of

Payments Appendix C:

Subcontractors Appendix D:

Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
  - a) The Service Provider shall carry out the Services in accordance with the provisions of the

Contract; and

- b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

INWITNESSWHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ *[name of Procuring Entity]*

\_\_\_\_\_ *[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

\_\_\_\_\_ *[Authorized Representative]*

*[Note :If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

..... *[name of member]*

..... *[Authorized Representative]*

..... *[name of member]*

..... *[Authorized Representative]*

#### **4 FORM OF TENDER SECURITY (Bank Guarantee) [The bank shall fill in**

*this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor Form head or SWIFT identifier code]*

**Beneficiary:**.....*[Procuring Entity to insert its name and address]*

**ITT No.:**.....*[Procuring Entity to insert reference number for the Request for Tenders]*

**Alternative No.:** .....*[Insert identification No if this is a Tender for an alternative]* **Date:** .....*[Insert date of issue]*

**TENDER GUARANTEE No.:**.....*[Insert guarantee reference number]*

**Guarantor:** .....*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that \_\_\_\_\_*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]*(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Request for Tenders No.\_\_\_\_("The ITT").

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

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 Form of Tender ("the Tender Validity Period"), or any extension there to provide 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 thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the

end of the Tender Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

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

**5 FORM OF TENDER SECURITY (TENDER BOND)** *[The Surety shall fill*

*in this Tender Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Tenderer]* as Principal (herein after called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in Kenya**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called “the Procuring Entity”) in the sum of *[amount of Bond]**[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the \_\_\_\_\_ day of \_\_, 20\_\_\_\_\_,  
\_\_\_\_\_, for the supply of *[name of Contract]* (herein after called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide 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 Surety 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.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrelative names this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Principal: \_\_\_\_\_  
Corporate Seal (where appropriate)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

## 6 FORM OF TENDER-SECURING DECLARATION

*[The Tenderer shall fill in this Form in accordance with the instructions indicated.]*

Date:.....*[date (as day, month and year)]*

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

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

To:..... *[complete name of Procuring Entity]* We, the

undersigned, declare that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer\* \_\_\_\_\_

Name of the person duly authorized to sign the Tender on behalf of the Tenderer\*\* \_\_\_\_\_

Title of the person signing the Tender \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

\*\* : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

***[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.***

## **PART II – PROCURING ENTITY'S REQUIREMENTS**

## SECTION VII - ACTIVITY SCHEDULE

### Background

Rongo University is a leading University located in Migori County, 11 kilometers from Rongo Town, and 2.5 kilometers off the Rongo – Migori Highway. The University was chartered by H.E. Hon. Uhuru Kenyatta, the former President of the Republic of Kenya on 7<sup>th</sup> October, 2016. The Vision of the University is a world-class technology-driven University. The Mission is to provide quality and higher education through innovative teaching, research and community service. The University is founded on the values of Integrity, Professionalism, Innovativeness, Equity and Social Responsibility.

Rongo University seeks to procure and implement a robust integrated Enterprise Resource Planning (ERP) software to automate its various academic, finance, research, extension, and administrative functions. This document contains system specification features and functionalities that the ERP system must provide.

### 1.2 Current Situation

Rongo University currently runs an ERP system. However, due to its expansive University operations, the University is seeking to acquire a robust ERP system that meets its operational requirements.

### 1.3 Objective of the Project

The objective of this tender is to procure a suitable ERP product and an implementation partner for the supply, installation, testing and commissioning of an ERP solution as specified herein, and provision of post implementation support services.

In addition, the successful bidder will also be responsible for:

- a) Ensuring that the user and functional requirements are adequately covered in the design of the solution to ensure delivery of a comprehensive solution that meets and even exceeds the ERP project's objectives and requirements.
- b) The design information shall include but not limited to the following:
  - (i) **Architecture design** entailing specification of the supporting **hardware, software, and network** infrastructure that will effectively support the proposed ERP solution;
  - (ii) **Database and File specifications:** Definitions of how the data will be managed;
  - (iii) **Program Design:** Entails the definition of applications to be deployed including required customization, and third party interfaces;
  - (iv) User interface, forms, and reports that will be used;
  - (v) Ensuring that proposed solution aligns with Rongo university's strategic goals and the ICT Strategy;
  - (vi) Developing a Data Migration strategy which covers data collection, data preparation, and data migration (including master and transactions data); and
  - (vii) Developing a comprehensive training and knowledge transfer strategy and providing training to functional users, technical users and end users in Rongo University.

### 1.4 Scope of Work

The scope of work for the project will include but not limited to the following deliverables:

1. Supply, delivery, installation, testing, training, commissioning and maintaining of an integrated ERP software based on all requirements.
2. Installation of necessary software and hardware for optimum performance of the ERP system.
3. Customization and implementation of integrated ERP software using state-of-the-art technology.
4. Integration of the ERP solution to existing University Management Information Systems such as the Library Management System and any other existing University Management Information System.
5. Project implementation plan which should include the following but not limited to:
  - Implementation and customization of various Modules and sub-Modules.
  - User Acceptance Testing (UAT).
  - Data cleaning and migrating from current data formats in the existing systems.
  - Training of Technical Personnel, Administrators, Senior Users, Accountants and all other end users on the ERP and on change management.
  - Test & live implementation.
  - Appropriate system documentation and user manuals.
  - Successful bidder shall produce appropriate reports after each implementation stage, inclusive of project progression and status.
6. Provision of ERP Security, Backup and Replication Server Setup.
7. Detailed support and maintenance of the ERP solution.
8. The solution provided should conform to open standards.
9. Additional customization, add-ons setup and upgrade rollout.
10. Warranty and support for the ERP System supplied.

## PERFORMANCE SPECIFICATIONS

### DETAILED ERP REQUIREMENTS

The ERP solution should be a fully integrated system with all the modules required to automate University processes. The ERP shall consist of the following modules and sub-modules,

NO.	Module and Sub-Modules	Response/Comment
1.	<b>Academic Module</b> <ul style="list-style-type: none"><li>○ Online Application</li><li>○ Student Admission</li><li>○ Course cataloging and registration</li><li>○ Course Allocation</li><li>○ Examinations</li><li>○ Student Management</li><li>○ Timetabling</li><li>○ Student disciplinary</li><li>○ Senate Secretariat</li><li>○ Lecturer Evaluation</li><li>○ Part Timer sub module</li><li>○ Class and examination attendance</li><li>○ Graduation</li><li>○ Alumni</li><li>○ Student Clearance</li><li>○ Field Course</li><li>○ Industrial Attachment</li><li>○ Hostel Management</li></ul>	
2.	<b>Finance Module</b> <ul style="list-style-type: none"><li>○ General Ledger</li><li>○ Imprests Management</li><li>○ Personal claims Management</li><li>○ Vote Book and Budgetary Control</li><li>○ Finance Examinations</li><li>○ Student Finance</li><li>○ Fixed Asset Management</li><li>○ Accounts Payables (Creditors)</li><li>○ Accounts Receivables (Debtors)</li><li>○ Cash Management</li><li>○ Cash Book</li><li>○ Bank Reconciliations</li><li>○ Part Time Payment</li></ul>	
3.	<b>Procurement Module</b> <ul style="list-style-type: none"><li>○ Procurement Plan</li><li>○ E-Procurement</li><li>○ Requisitioning</li><li>○ Registration of suppliers</li></ul>	

	<ul style="list-style-type: none"> <li>○ Prequalification</li> <li>○ Ordering</li> <li>○ Receiving</li> <li>○ Item issuing</li> <li>○ Asset Disposal</li> <li>○ Stock and inventory management/control</li> <li>○ Contract management</li> </ul>	
4.	<b>Administration</b> <ul style="list-style-type: none"> <li>○ Quality Assurance and Management</li> <li>○ Performance Contracting</li> <li>○ Business Intelligence Analytics</li> <li>○ Document Management</li> </ul>	
5.	<b>Human Resource Module and Payroll</b> <ul style="list-style-type: none"> <li>○ Employee Management</li> <li>○ Recruitment and Applicant tracking</li> <li>○ Onboarding</li> <li>○ Time and attendance management</li> <li>○ Performance Management</li> <li>○ Training and Development</li> <li>○ Leave management</li> <li>○ Payroll processing</li> <li>○ Employee Self service</li> <li>○ Benefit Administration</li> <li>○ Employee Communication</li> <li>○ Staff disciplinary</li> <li>○ Deployment and Transfers</li> <li>○ Promotions</li> <li>○ Registry</li> <li>○ Separation</li> <li>○ Industrial Attachment</li> <li>○ Contract Appointments</li> </ul>	
6.	<b>Student Affairs Module</b> <ul style="list-style-type: none"> <li>○ Work-study</li> <li>○ Sports and Clubs</li> <li>○ Student Online Voting</li> <li>○ Counseling issues</li> <li>○ Leave of Absence</li> <li>○ Hostel Management</li> <li>○ Student Disciplinary</li> <li>○ Catering</li> </ul>	
7.	<b>Health Services Module</b> <ul style="list-style-type: none"> <li>○ Patient Management</li> <li>○ Clinical Health Information</li> <li>○ Clinical Services</li> <li>○ Pharmacy</li> </ul>	

	<ul style="list-style-type: none"> <li>○ Referrals</li> <li>○ Laboratory Services</li> <li>○ Medical Claims</li> <li>○ Order Entry and Prescription</li> <li>○ Billing</li> </ul>	
8.	<b>Transport/ Fleet Management</b> <ul style="list-style-type: none"> <li>○ Requisition</li> <li>○ Fleet Management</li> <li>○ Garage Management</li> <li>○ Trip Management and Tracking</li> <li>○ Fleet Maintenance</li> </ul>	
9.	<b>Security</b> <ul style="list-style-type: none"> <li>○ Gate Management System</li> <li>○ Biometric Identification System</li> <li>○ CCTV</li> <li>○ Security Incident Management</li> </ul>	
10.	<b>IGU Module</b> <ul style="list-style-type: none"> <li>○ Catering</li> <li>○ Hostels</li> <li>○ Farm</li> <li>○ Textile</li> <li>○ Consultancy services</li> </ul>	
11	<b>Project and Planning Management</b> <ul style="list-style-type: none"> <li>○ Budget and timeframe</li> <li>○ Implementation</li> <li>○ Progression and Monitoring</li> <li>○ Evaluation</li> </ul>	
12.	<b>Council</b> <ul style="list-style-type: none"> <li>○ Council Almanac</li> <li>○ Secretariat Management</li> <li>○ Council Work Plan</li> </ul>	
13.	<b>Legal/ Litigation Matters Management</b> <ul style="list-style-type: none"> <li>○ Memorandum of Understanding</li> <li>○ Litigation matters</li> </ul>	
14.	<b>System Administration</b> <ul style="list-style-type: none"> <li>○ User Time Registers</li> <li>○ User Authentication Process</li> <li>○ Super User Powers</li> <li>○ Roles and Permissions</li> <li>○ Change Log Records/Audit logs</li> <li>○ Backups</li> <li>○ Disaster Recovery Plans</li> </ul>	
15.	<b>E-Board</b> <ul style="list-style-type: none"> <li>○ Council</li> <li>○ Senate</li> <li>○ Deans</li> </ul>	

	<ul style="list-style-type: none"> <li>○ School Board</li> <li>○ Departmental Boards</li> </ul>	
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## ACADEMIC MODULES

### Student Management

This Module entails managing of students' data from the time of admission application, admission, all through learning up to the point the student exits the University upon graduation. The system should be able to capture and manage all information flows and data about students in relation to their respective study levels including certificate, diploma, undergraduate, and postgraduate programmes.

The Module shall capture students personal details including: Students contacts and names as they appear in their KCSE certificates; Admission Number; Identification Card Number; KCSE Index Number; Passport size photo; parents and next of kin details and contacts; Gender; County of origin; disability status; Marital Status; Religion; the Academic Status; Academic Programme enrolled; Year of study and co-curricular activities; Date of Birth; Nationality; Postal address; Student type i.e. GSSP or PSSP; Sponsorship e.g. Self or DAAD; Email address; Nature of residence e.g. Resident or Non Resident; Specialization; Ethnicity; Work experience; Academic Reference; Attachments and Notes; Campus or Learning Center e.g. Main, Town, Sori and Mode of study e.g. Full-Time, Evening, Weekend or ODEL.

### Expected Features

- a) The system should allow Application, Admission and Registration of a new student (local and international) online.
- b) The system should accept the formatted list of new Government Sponsored Students (GSSP) first years from Kenya Universities and Colleges Central Placement Services (KUCCPS) and generate student registration numbers and online admission letters.
- c) The system should enable online application by Private Sponsored Students (PSSP) and International students and generate online admission letters once the application has been approved.
- d) The system should allow authorization levels for various functionalities within the admissions department.
- e) The system should be able to show a list of Learning centers/campuses, schools and departments (both academic and non-academic).
- f) The system should be able to show list of programmes and must at least satisfy the following criteria:
  - (i) Programme Code e.g. ED, EDS, INF, BA, etc;
  - (ii) Programme description e.g. Bachelor of Arts, Bachelor of Education, Bachelor of Science in Informatics ;
  - (iii) Department where it belongs e.g. Information Science Department.
  - (iv) Programme level e.g. Undergraduate;
  - (v) Admission Requirements (as described in the University curriculum.
  - (vi) Duration of the Programme and
  - (vii) Fees for each Programme

- g) The system should be able to show a list of Programme specializations indicating the Programme code e.g. BBM has Accounting as an option for specializations.
- h) The system should show a list of student's current status e.g. Active, Deferred, Field Attachment, Teaching Practice, Suspended etc.
- i) The system should show options of Modes of Study- e.g. Full-Time, Weekend, Evening, ODEL etc.
- j) The system should show options of student's types – e.g. Self-Sponsored (PSSP) or Government Sponsored (GSSP).
- k) The system should show options of classes/groups/cohorts – these are mainly years of admission per Programme e.g. the class of RU/MAIN/SEP/2023/2024 contains students who were admitted in the 2023/2024 academic year.
- l) At the time of admission, the system should be able to capture and store the at least the following information:
  - (i) Admission Number
  - (ii) Names
  - (iii) Date of Birth
  - (iv) Gender
  - (v) Marital status
  - (vi) Country
  - (vii) ID Number
  - (viii) Nationality
  - (ix) Religion
  - (x) County and Sub-county
  - (xi) Postal Address
  - (xii) Student type (GSSP/PSSP)
  - (xiii) E-mail address
  - (xiv) Mobile Phone Number
  - (xv) Sponsor e.g. self, NG-CDF etc.
  - (xvi) Program e.g. BA, BSc etc.
  - (xvii) Stay status e.g. Resident or Non-resident
  - (xviii) Student status e.g. Active or Inactive
  - (xix) Emergency Contacts
  - (xx) Photo
- m) The system should allow generation of student's ID Cards
- n) The system should allow change of mode of study e.g. from Full-Time or Part-Time.
- o) Allow for inter/intra transfer of academic programmes
- p) The system should have a capability for academic tracking for postgraduate students.
- q) The system should enable integrations with student biometric identification system and student smart card system
- r) The system should have a facility for electronic integrations to Microsoft Excel, Microsoft Word etc.
- s) The system should provide integration facility to other third party applications e.g. Pesa Flow, E-Citizen, Bank and Mpesa integrations, HELB, KUCCPS systems etc.
- t) The system should have a capability to advise on course loading so that a student may not over register for a given semester.

- u) The system should have the capability to handle transfers (inter-University transfers, inter-School or Program transfer, inter-campus transfer).
- v) The system should have online deferment application form
- w) It should allow generation of students' ID cards
- x) It should have the capability to track post graduate students
- y) The system should have the capability to allow credit transfers for already earned credits

### **Expected Reports**

- (i) Generate students Bio data summary
- (ii) Generate student admission numbers and online admission/ regret letters
- (iii) Student statistics reports by:
  - (a) Campus/Learning Centre
  - (b) Programme
  - (c) Mode of Learning- Fulltime, Weekend, ODEL,
  - (d) Year of enrolment
  - (e) Year of study
  - (f) Gender
  - (g) Units registered per student
  - (h) County
  - (i) Nationality
  - (j) Sponsor
- (iv) Inter/intra programme transfer reports e.g. rejected, approved.
- (v) Students status reports
- (vi) Class List
- (vii) Generation of Nominal Rolls
- (viii) List of students on scholarship
- (ix) Students Identification Cards
- (x) Students Progression Reports
- (xi) Discounted students reports
- (xii) Students with disciplinary issues
- (xiii) List of admitted international students with details of nationality and gender
- (xiv) Statistics of international students per County, Gender, Programme, Year etc.

### **Course Registration**

The courses registration sub module shall facilitate the student to register for courses that the student intends to undertake or are on offer during a given semester. A student shall be required to register for the courses immediately upon reporting for a given semester and on successful completion of the previous semester.

### **Expected Features**

- a) The system should enable the registration of courses for a registered student from the courses pool.
- b) The system should be able to show the University curriculum (course catalogue) as approved by the University Senate.
- c) Allow credit transfers for already earned credits.

### **Expected Reports**

- (i) Class Attendance Lists
- (ii) Examination Attendance Lists

### **Lecturer Evaluation**

This Module requires every student to carry out a lecturer evaluation for every course they have registered for in a semester before the student is allowed to print his/her examination card.

### **Expected Features**

- a) The system should allow students to evaluate the lecturer for each course: sharing of course outline, content delivery, preparation for class, punctuality in class, ability to explain the material, temperament in class, concerned for student learning, willingness to help student outside class, stimulation of thinking, presentations, grading on CATs, overall rating, and instructor's competence.
- b) The system should allow students to evaluate/rate the course: organization of the course, completion of the syllabus, handouts, homework and other continuous assessment techniques, rating of the course, distribution of course materials, availability of reading materials/equipment etc.

### **Expected Reports**

- i) Analyzed Lecturer and Course Evaluation Reports.
- ii) Performance Analysis Report.

### **Timetabling/ Scheduling**

This module captures the learning and examination schedule from the beginning to the end of the semester. It should have the capability to capture the starting date of a term/semester and make all the timetables and almanac.

### **Expected Feature**

- a) Manage both Class and Exam Timetables.
- b) Keep a record of all teaching facilities:
  - (i) Lecture rooms and their capacity;
  - (ii) Labs category and their capacity; and
  - (iii) Demonstration units.
- c) Access registration data from Admission and Course Registration Module to allocate teaching rooms
- d) Study types e.g. Regular, Part-Time, ODEL
- e) Study period e.g. September/December semester
- f) Exam type, Regular, TVET, Weekend
- g) Reserve periods
- h) The system should allow updating the Timetable.
- i) The system should maintain and exclude any upcoming events by date and time (event calendar)
- j) Access timetable online.
- k) Assist in the validation of Part-Time Teaching claims

### **Expected Reports**

- i) Generate master teaching and exam Timetables
- ii) Produce Lecturers Timetable Reports

- iii) Produce Departmental Timetable
- iv) Room Timetable
- v) Course Timetable
- vi) Class Timetable
- vii) Lecturer Workload
- viii) Room Allocation summary
- ix) Generate specific student Timetable
- x) Enable online query of Timetable schedules
- xi) Course Allocation details

### **Course Allocation**

This module shall be used by academic departments to allocate courses to Full-Time and Part-Time Lecturers with reference to the required individual lecturer course loading.

#### **Expected Features**

- a) To generate a list of all lecturers (access from human resources module) and the course loading in a given semester.
- b) To enable the allocation of courses to lecturers each semester, so that a lecturer may not be over/under loaded.
- c) To cater for Part-Time Teaching.
- d) Manage Teaching Claims (for internal/ external part time lecturers).
- e) Online requests for inter-schools services.
- f) Online request for Part-Time Payments.

#### **Expected Reports**

- i) List of all lecturers and their work load in a given semester.
- ii) List of internal/external Part-Time Lecturers by department, school and semester.
- iii) List of over/under loaded lecturers by departments, school and semester.
- iv) Summary of outstanding internal/external part time claims as approved by the department and school.

### **Examination Module**

Examination module helps to create, enter and publish the examination results, view semester result slips, print provisional and academic transcripts, exam cards, and generate exams reports in various formats. The module captures marks from the examiner which then goes through the various levels of approvals and moderation of results.

#### **Expected Features**

- a) Enable marks entry by individual course lecturers
- b) Enable submission and approval of marks at departmental, school and Senate levels.
- c) The system should be able to store unit registration details.
- d) The system should show a list of courses/units with the following requirements:
  - (i) Course Code e.g. COM 110;
  - (ii) Course Name e.g. Introduction to Computer Science I;
  - (iii) Department;
  - (iv) Subject specialization;
  - (v) Credit level;
  - (vi) Credit Units e.g. 3;
  - (vii) Indicate whether is a common course;
  - (viii) Campus e.g. Main campus (x) mark type e.g. CAT, Exam; and

- (ix) Final mark computation e.g. CAT=30%, Exam=70%.
- e) The system should be able to show list of lecturers with the following information:
  - (i) Title;
  - (ii) PF Number;
  - (iii) Department;
  - (iv) Qualification level;
  - (v) Teaching Units associated with the lecturer;
  - (vi) Postal address;
  - (vii) Telephone number; and
  - (viii) E-mail address.
- f) The system should be able to show marks symbols:
  - (i) Missing mark;
  - (ii) Re-take; and
  - (iii) Incomplete etc.
- g) The system should be able to have grade settings:
  - (i) Undergraduate; and
  - (ii) Post-graduate.
- h) The system should allow lecturers to enter student CATs, Assignment, Term Paper, Projects and Final Exam Marks.
- i) The system should allow student reports to be generated by departments, schools, sections, and other defined categories.
- j) The system should allow Academic Registrar to amend and view student academic record.
- k) The system should enable student grades /history have a drill down facility
- l) The system should allow printing of student reports in different formats e.g. PDF, Ms Excel etc.
- m) The system should allow the Registrar/DVC Academics to view the whole student academic record.
- n) The system should support analysis of data in several ways.
- o) The system should support graphical representation of data.
- p) The system should enable integration with other powerful report writers.
- q) The system should allow recording and maintaining of student exam attendance.
- r) Track and trace fails for academic warnings and discontinuation.
- s) Provide cumulative results for the specific programmes.
- t) Generate exam cards (bar coded or QR code) based on fee payment.
- u) The system should keep track of submission and collection of Exam papers at Examinations office.
- v) Biometric based class and exam attendance.
- w) Enable the computation of student completion rate statistics.
- x) Archive student examination records for future reference.

#### **Expected Reports**

- i) Variety of reports to be presented and discussed in different committees:
- ii) Departmental Mark Sheets.
- iii) Consolidated Mark Sheets.
- iv) School Board Reports.
- v) Senate Reports e.g. Rubrics
- vi) Graduation List.

- vii) Examination Attendance List
- viii) Exam cards (bar coded or QR coded).
- ix) Students on award/prize lists.
- x) Completion and cluster statistics.
- xi) Provisional and final academic transcripts.
- xii) Incident Reports.

## **Classification and Graduation**

### **Expected Features**

The system should:

- a) Classify and grade the graduands according to degree classes and categories.
- b) Allow only students who have cleared fees to graduate.
- c) Manage issuance of gowns and graduation booklets.
- d) Keep track of issuance and collection of degree certificates.
- e) Enable clearance of the student after graduation.
- f) Migrate graduated students to Alumni module.

### **Expected Reports**

- i) List of graduands according to classifications (First Class, Second Class Upper, Second Class Lower and Pass).
- ii) List of graduands according to categories (Certificate, Diploma, undergraduate, Post-graduate Diploma and Postgraduate).

## **Alumni Module**

The following functionalities are required for the administration of the Alumni and Alumni tracer.

### **Expected Features**

- a) Online Application Form with provision for updating employment and other status from time to time with the following details: Full names, Admission number, School and Department, Degree conferred, Year of admission and graduation, Email address, Phone number, Physical address, Current employer and Sector employed.
- b) Capability of the system to allow registration upon payment.
- c) Capability of the system to allow annual renewal of active membership upon payment of requisite fee.
- d) Integration with Alumni website.
- e) Updates on Alumni activities, including projects, achievements, promotions, demises etc.
- f) Search function - for easy and quick recognition of an alumnus.
- g) Group emailing - for notices and events.

### **Expected Reports**

- i) Alumni members and employment status reports.
- ii) Alumni members' statistics by: year of graduation; program; school; campus; employer; sector employed etc.
- iii) Member's contributions.
- iv) Alumni categories.

## **Research and Grants Module**

### **Expected Features**

- a) Scholarship/Research Grants Management
- b) Online application for internal research funding.
- c) Online application of conferences and seminars

### **Expected Reports**

- i) List of candidates awarded scholarship/grants
- ii) List of candidates awarded research funding and the amounts awarded
- iii) Approval of conferences and Seminar attendance

### **Senate Module**

#### **Expected Features**

- a) The system should allow for preparation of University Almanac in consultation with relevant sections e.g. Management Board, Deans Committee.
- b) The system should allow for preparation and sending of notices for the meeting.
- c) The system should allow for communication of Senate meeting to other section of the University
- d) Authorized alerts for scheduled meetings.
- e) The system should integrate with the e-board management module.
- f) The system should allow information sharing with Senate members.
- g) The system should allow circulation of signed minutes to Senate members.
- h) The system should be able to pick up matters arising and allow for communication of Senate decisions/resolutions to actioning departments.

#### **Expected Reports**

- i) Reports on Senate meetings and almanac
- ii) Minutes
- iii) Reports to Senate/Management.
- iv) Resolutions /decisions of Council.

### **FINANCE MODULES**

#### **General Expected Features**

- a) Multi-currency.
- b) Multi-company.
- c) Multi-user support.
- d) Work in progress listing e.g. documents waiting for action by specific users.
- e) Privilege based dashboard.
- f) Alert and triggers on all possible transactions and deadlines.
- g) Lifetime on online data (15 years).
- h) Batch processing for any possible transactions.

#### **General Ledger**

##### **Expected Features**

- a) Flexible multi-level account structure with at least levels to cater for University, Company, Schools and Campuses/learning centers.
- b) Flexible FY closing dates.
- c) Multi journal entry types, standard journal entries recurring. Statistical, reversing journal entry templates and subsidiary application journal.
- d) Financial report writer. An unlimited number of completely customized financial statement based on use defined, row and column templates and organizational structures.
- e) On-line drilldown account analysis from account balances or financial statements all the way to the source transaction in general ledger or sub-ledger.
- f) Automatic consolidation of figures and adjusting entries.
- g) Automatic inter-company balancing.
- h) Distribution templates to be set up in advance for use during journal entry.

### **Expected Reports**

- i) Multi-currency reporting.
- ii) Chart of accounts listing.
- iii) Class/sub-class listing.
- iv) General ledger report: transaction listing.
- v) Journal entry listing including recurring/periodical journals.
- vi) Trial balance.
- vii) Income and expenditure (statement of financial performance).
- viii) Balance sheet (statement of financial position).
- ix) Statement of movement of funds.
- x) Statement of cash-flows.
- xi) All statements to be in conformity with IPSAS accrual and standard.
- xii) Comparison of budget and actual report.

### **Accounts Payable (Expenditure)**

#### **Expected Features**

- a) Support for recurring expenditure: Permits for creation of weekly, monthly and quarterly recurring reports.
- b) Online drill down analysis: Full drill down from the invoice to the payments and vice-versa information.
- c) Flexible payment approval: To allow selecting vouchers for payment based on vendor, vendor group, Company name, voucher number, invoice number, voucher priority, voucher amount.
- d) Allow sorting various attributes: due date, vendor number, vendor payment group, invoice number, voucher Number payment priority or open amount.
- e) Payment controls: Vouchers can be paid based on due date, priority, category, payment type, group vendor or any combination.
- f) Both vendors and payment vouchers can be put on hold to prevent processing of requisitions, orders, invoices and payments.
- g) Recovery and accumulation of VAT for settlement.
- h) Posting all the way to general ledger.
- i) Full creditor reconciliation.
- j) Allow for aging analysis.
- k) Payment workflows: from invoicing to cheque disbursement.
- l) Alerts and triggers.

#### **Expected Reports**

- i) Aged payables.
- ii) Vendor activity: detail and summary report.
- iii) Vendor register.
- iv) Payment voucher listing.
- v) Recurring payment vouchers schedule listings.
- vi) Creditors listing report by code and name.
- vii) Payment on hold report.
- viii) Cheque register for creditors
- ix) Disbursement of cheques.
- x) VAT returns.
- xi) Statutory reports e.g. withholding tax, VAT.

## **Accounts Receivables (Revenue)**

### **Expected Features**

- a) Maintain Customer Master Record for each customer e.g. customer name, address.
- b) Maintain a Customer Invoice Record.
- c) Automatic generation of a custom customer unique identifier.
- d) Posting all the way to general ledger.
- e) Handle cash sales.
- f) Both customers and invoices can be put on hold to prevent processing.
- g) Should not allow duplicate invoice numbers.
- h) Support for customer prepayments.
- i) Provide for strict document control.
- j) Support for integration with other systems e.g. banks.

### **Expected Reports**

- i) Customer activity/transaction report in detail and in summary.
- ii) Debtors report.
- iii) Custom reports by user defined parameters.
- iv) Aged debtors.

## **Fixed Assets Management**

### **Expected Features**

- a) Unique asset identification.
- b) Depreciation management.
- c) Linked to procurement modules for asset acquisition and disposal.
- d) Asset revaluations.
- e) Identification label printing, bar coding, RFID and asset image.
- f) Asset classification and management: maintenance costs, asset management triggers - high cost of maintenance etc.
- g) Asset ownership drilldown: location, department, office, user

### **Expected Reports**

- i) Valuation reports.
- ii) Asset listings.
- iii) Assets transactions listing.
- iv) Insurance/Tax report.
- v) Asset drill-down report.

## **Imprest Management**

### **Expected Features**

- a) Imprest application, issuance, accounting and recovery.
- b) Generate imprest forms and automatically number the documents serially in a custom format.
- c) Specify the envisaged accounting date.
- d) Automatic alerts for overdue unaccounted for imprests: SMS, emails
- e) Linked to the Payroll module for recovery of unaccounted imprests.
- f) Embedded controls to stop issuance of a further imprest to staff with an existing unaccounted imprest.

### **Expected Reports**

- i) Age analysis of unaccounted imprests.
- ii) Cumulative balances analysis.

- iii) Imprest reconciliation.
- iv) Individual statement/report.
- v) Quarterly/monthly/yearly reports.

### **Budgetary and Vote Book**

#### **Expected Features**

- a) Allocate budgets from bottom up, top down, or a combination of both.
- b) Strong management capabilities to allow for seamless integration of multiple department budgets.
- c) Automatic integration of current financial information to the budget making process.
- d) Copy budgets from previous periods and revise actual figures or budget figures by using an adjustment factor.
- e) Unlimited budget plans that allow importing an unlimited number of budgets from popular spreadsheet or other custom budgeting systems.
- f) Revenue and cost to be redistributed based on user-defined rules. Viable allocation (statistical and financial), step down and net allocations.
- g) Support "what if" analysis for the budget making process.
- h) Extract important data and create relationships between data points to illustrate patterns, trends, and exceptions that indicate how your business is doing and where it is going.
- i) Support for user defined budget formulas.

#### **Expected Reports**

- i) Budget Comparison Report.
- ii) Print budget in summary and detail.
- iii) Account transaction reports
- iv) Budget balances (general and per department).

### **Cash Office/Cash Book**

#### **Expected Features**

- a) Support for unlimited number of bank accounts with ability to pre-define each bank/cash account.
- b) On line drilldown account analysis from various banks/bank statements all the way to the source transaction in the general-ledger.
- c) Automatic receipting and posting all the way to the general ledger accounts.
- d) Automatic generation of payments, a cheque writer both for Kalamazoo type of cheque and ordinary cheque and posting direct to the general ledger.
- e) Cash management workflow.
- f) The system must support bank reconciliations across multiple banks and allow financial charges to be allocated across multiple accounts.
- g) Full bank and cash reconciliations including deposits, disbursements and adjustments.
- h) Flexibility to import transactions from various banks systems.

#### **Expected Reports**

- i) Bank reconciliation Statements
- ii) Cash flow projection statement
- iii) Cash book

### **Student Finance**

#### **Expected Features**

- a) Creation of sponsors and donors
- b) Uploading of approved fees structure template per programme/per unit

- c) Uploading students fund accounts (HELB, CDF and other sponsors)
- d) Payment due listing e.g. tuition, medical, field trips etc.
- e) Miscellaneous payments
- f) Excess fee (prepayment)
- g) Fee refund
- h) Cheque clearing status
- i) Mass invoicing/auto invoicing.

#### **Expected Reports**

- i) Fee collection report (daily, monthly, semester wise, annually and per school).
- ii) Student fee statement.
- iii) Financial aid allocation.
- iv) Outstanding fee report.
- v) Refund processing report.
- vi) Ageing schedule.

#### **Project Management**

The project management module housed under development unit will be integrated with finance modules.

#### **Expected Features**

- a) Creation of project Names
- b) Creation of project numbers
- c) Creation of project coordinators
- d) Creation of project location
- e) Project budgets
- f) Setting up project beneficiaries

*Note:* Project profiles are maintained outside finance

#### **Expected Reports**

- i) Project Budget vs. Actual reports
- ii) Project Bank reconciliation statements
- iii) Project progress report (Disbursement vs Expenditure)
- iv) Project cash-flow status report

#### **Payroll**

- a) The payroll module housed under HR should integrate with the General Ledger Module.

#### **Medical Claims/ Refunds**

- a) The medical claims/refund module housed under health section should integrate with finance modules.

#### **Part-Time Sub Module**

- a) Part-Time module under HR should integrate with Finance Module.

### **PROCUREMENT MODULES**

This module should enable e-procurement of goods and services using electronic methods in every stage to ensure efficiency & transparency. The system should facilitate electronic processes in e-Tendering, e-Submission, e-Evaluation, e-Awarding, Order Status, e-Invoicing, e-Payment, and e-Contract management.

#### **General Features**

- a) Linking with suppliers electronically.
- b) Generating orders online directly to suppliers.

- c) Indent management, e-informing, e-Tendering, e-Auctioning, vendor management, catalogue management, purchase order integration, order status, and e-Invoicing.

## **Procurement Planning and Budgeting**

### **Expected Features**

- a) Identifying user procurement needs
- b) Incorporated strategy in Procurement Plans.
- c) Consolidation of departmental procurement plans to the consolidated Procurement Plan.
- d) Integrated planning and budgeting.
- e) Integrating approved Procurement Plan with approved budget.
- f) Provisions for Preference and Reservation margins in procurement planning e.g. 30% rule for special groups.
- g) Procurement Plan implementation.
- h) Procurement Plan monitoring, evaluation and review.

### **Expected Reports**

- i) Procurement Plan.
- ii) Statutory reports.
- iii) Key performance indicators.
- iv) Measuring procurement plan performance versus actual performance.
- v) Actual performance for Preference and Reservation (special group)
- vi) Variance analysis.
- vii) Periodic reports.

## **Supplier Management**

### **Expected Features**

- a) Registration and management of suppliers
- b) User-defined supplier categories: Supplier categories are user definable
- c) Supplier unique identifiers (auto generated):
- d) Supplier pre-qualification.
- e) Supplier re-evaluation of mandatory requirements e.g. tax certificate, business license, practicing licenses
- f) Real time opportunities to do business.
- g) Maintenance of supplier profile e.g. tender and quotes awarded.

### **Expected Reports**

- i) Suppliers register
- ii) Tenders/quotation awarded.
- iii) Supplier movement report.

## **Procurement Processing**

### **Expected Features**

- a) User purchase requisition.
- b) Commitment of order account/vote to be charged against balances.
- c) Purchase order processing linked to purchase requisitions.
- d) System generated purchase orders with unique order identification numbers.
- e) Tender price listing with preferred suppliers and last purchase price.
- f) Pending orders/dues in/purchase order not yet delivered listing.
- g) Order management including approvals, validity and cancellation.
- h) Complete order drill down.
- i) Global update facility.

### **Expected Reports**

- i) Price list and price updates.
- ii) Outstanding purchase orders.
- iii) Purchase order partially supplied.
- iv) Supplier performance and appraisal.
- v) Purchase orders periodic.
- vi) Orders due for cancellation.
- vii) Purchase orders details.
- viii) Order payment status.
- ix) Transaction history.
- x) Periodic reports on orders placed, cancelled and pending; daily, monthly, quarterly, half yearly and annually.

### **Inventory Control and Stores Management**

This Module should allow the Stores Department to distribute and track stock levels of all items in the University.

It should enable real-time data communication between stores and the user departments for store-level activities including item look-up, stock counts, and transfers. ERP Store & Inventory Management should provide real-time, multi-channel access to centralized perpetual inventory for all channels.

### **Expected Features**

This Module should have the following features:

- a) Classification of stores/categories;
- b) Storing and stocking condition;
- c) Stores life time/shelf life;
- d) Explosive and inflammable stores security signs;
- e) Establishing stock levels for common user items;
- f) Location of stores;
- g) Perpetual stock taking;
- h) Receiving against LPOs with strict observance of LPO quantities;
- i) Register of inventory with unique identification on items;
- j) Stores Catalogue (Item master) management;
- k) Inspection and acceptance;
- l) Maximum stock level: The system should be able to define/give the maximum amount of stock the University would wish to hold. This could represent enough stock for a term, month or a week, or it might be as much as the store has space for, or it might depend on the order size needed to qualify for a quantity discount- known as the Economic Order Quantity (EOQ);
- m) Minimum stock level: The system should be able to define/give the minimum amount of product the University would want to hold in stock. Assuming the minimum stock level is more than zero, otherwise known as buffer stock;
- n) Re-order level: The system should allow a trigger point, so that when stocks fall to this level, the next order should be placed;
- o) The system should allow online authorization levels for the various functionalities within Stores & Inventory Division/ Department;
- p) Have full audit trail of all stock movements;
- q) Standard issue price;

- r) Support different costing methods for inventory;
- s) Linked to Vote Book Module;
- t) Stock transaction retentions in accordance with the statutory provisions;
- u) Stock history file;
- v) Pin locations;
- w) Integrated with Order and Purchase Ordering Modules;
- x) issue of items against departmental budget allocation;
- y) Update stock by goods received notes and purchase invoices;
- z) Stock movement records showing fast and slow moving stocks;
- aa) Inventory counts changes and adjustments;
- bb) Provides allocation of back ordered inventory items to sales orders;
- cc) Partial delivery; and
- dd) Global update facility.

#### **Expected Reports**

- i) Inventory levels, re-order levels and re-order quantities.
- ii) Shelf-life status.
- iii) Dues in/out.
- iv) Worn-out and obsolete or deteriorated stores.
- v) Order status.
- vi) Rejected orders goods returned.
- vii) Inspection and acceptance.
- viii) Receiving Issue analysis.
- ix) Store Item transaction history.
- x) Date of last issue.
- xi) Inventory listings.
- xii) Stock movement and Stock taking report.

#### **Contract Management**

The Module should be able to effectively manage all the activities of the project as per the work plan

#### **Expected Features**

- a) Negotiation and Authorization management;
- b) Project planning (work plan);
- c) Contract execution;
- d) contract variation;
- e) Monitoring and evaluation;
- f) Payment of certificates; and
- g) Certificate of completion.

#### **Expected Reports**

- i) Contract status.
- ii) Contract variation.
- iii) Completed contracts.
- iv) Certificate of completion.

#### **Asset Disposal**

#### **Expected Features**

- a) Identification of disposal stores and equipment which are obsolete, unserviceable or surplus to requirement;

- b) Declaration of disposal stores by user department;
- c) Provisions for preference, collate and prepare Disposal Plan;
- d) Provisions for Preference and Reservation margins in disposals e.g. 30% allocation rule for Special Groups;
- e) Valuation and Reserve price;
- f) Method of disposal;
- g) Authorization to dispose; and
- h) Award of disposal.

#### **Expected Reports**

- i) Disposal Plan.
- ii) List of items to be disposed.
- iii) List of items disposed, disposal method used and amount per category e.g. special groups.

### **ADMINISTRATION AND HUMAN RESOURCES MODULES**

The system should enable automation of the following functions:

#### **Human Resource Module and Payroll**

- i) Employee management
- ii) Recruitment and applicant tracking
- iii) On boarding
- iv) Time and attendance management
- v) Performance management
- vi) Training and development
- vii) Leave Management
- viii) Payroll processing
- ix) Employee self service
- x) Benefit administration
- xi) Employee communication
- xii) Staff disciplinary
- xiii) Deployment and transfers
- xiv) Promotions
- xv) Registry
- xvi) Separation
- xvii) Industrial attachment
- xviii) Contract appointments

#### **Recruitment and Applicant Tracking**

##### **Expected Features**

- a) Create and post job listings with details such as job description, qualifications, and responsibilities;
- b) Allow candidates to submit applications online, automatically extract and organize information from resumes;
- c) Store all applicant data in a centralized repository for easy retrieval and analysis;
- d) Send automated emails to acknowledge applications and provide status updates;
- e) Enable candidates to schedule interviews online, and automate interview notifications;
- f) Monitor the status of each candidate throughout the recruitment process;
- g) Use filters and keywords to screen and shortlist resumes;
- h) Schedule and manage interview appointments;

- i) Collect and consolidate feedback from interviewers;
- j) Create and generate offer letters;
- k) Transfer of candidate data to the onboarding process upon successful hiring;
- l) Ensure adherence to legal and regulatory requirements;
- m) Monitor diversity and inclusion metrics; and
- n) Ensure integration with other HR modules, such as employee information Management and payroll, for a unified HR system.

#### **Expected Reports**

- i) Job Posting and Sourcing report (Analyzes of effectiveness of different recruitment sources).
- ii) Compliance Report.

#### **On boarding**

##### **Expected Features**

- a) Collect feedback from new employees to evaluate the effectiveness of the onboarding process;
- b) Ensure new employees review and acknowledge company policies, code of conduct, and compliance requirements;
- c) Provide information on available employee benefits;
- d) Assign mentors to new employees to help them acclimate to the organization; and
- e) Collaboratively set short-term and long-term goals for the new employee.

##### **Expected Reports**

- i) Digital Onboarding Forms (employee details, contact information, and emergency contacts).
- ii) Digital orientation materials, including company policies, mission, vision, and employee handbook.
- iii) Compliance and Policy Acknowledgment (employees review and acknowledge company policies, code of conduct, and compliance requirements).

#### **Time and Attendance Management**

##### **Expected Features**

- a) Record and track the start and end times of employee work shifts;
- b) Track daily attendance for each employee;
- c) Identify and track instances of employee absenteeism;
- d) Enable employees to submit leave requests through the system;
- e) Display available leave balances for each employee;
- f) Enable employees to clock in and out using mobile devices;
- g) Allow employees to submit leave requests through mobile applications;
- h) Fingerprint or Facial Recognition, Integrate with biometric systems for secure and accurate clock-in and clock-out;
- i) Provide self-service portals for employees to view their attendance records, request leaves, and manage their schedules; and
- j) Maintain detailed audit trails of all time and attendance transactions for accountability and compliance.

##### **Attendance Reports**

- i) Daily and monthly Attendance report.
- ii) Leave Balances and usage report.
- iii) Shift Schedule Reports.

- iv) Biometric Verification Report.
- v) Mobile Clock-In/Clock-Out Report.
- vi) Mobile Leave Request Report.

## **Performance Management**

### **Expected Features**

- a) Set and align individual goals with organizational objectives;
- b) Automate the performance appraisal process, from setting goals to conducting reviews;
- c) Integrate with training and learning modules to support employee development;
- d) Visualize performance metrics for employees, teams, and the entire organization on the dashboard;
- e) Implement employee recognition programs to acknowledge achievements;
- f) Manage and track rewards, bonuses, or incentives tied to performance;
- g) Flag underperforming employees and initiate performance improvement plans; and
- h) Integration with HRIS for up-to-date employee information.

### **Expected Reports**

- i) Employee Performance Rating Reports.
- ii) Continuous Feedback Reports.
- iii) Key Performance Indicators (KPI) Dashboard.
- iv) Underperformance Identification report.
- v) Performance Improvement Plan (PIP) Reports.

## **Leave Management**

### **Expected Features**

- a) Employees to submit leave requests through a user-friendly self-service portal;
- b) Support customization of leave types (sick leave, Annual leave, sabbatical, study paid leave, study unpaid leave);
- c) Automate the leave request approval process;
- d) Display up-to-date leave balances for each employee;
- e) Automatically update balances after leave requests are approved or denied;
- f) Ensure seamless integration with time and attendance systems for accurate tracking;
- g) Automatically factor in public holidays when processing leave requests;
- h) Support hierarchical approval processes;
- i) Notify employees of leave approval or rejection status;
- j) Leave Carry-Over and Expiry;
- k) Allow employees to submit and track leave requests using mobile devices; and
- l) Provide managers with mobile access for leave approvals.

### **Expected Reports**

- i) Leave Balances Report.
- ii) Leave Schedules for sections and departments.
- iii) Summary of leave usage based on different leave types.
- iv) Lists upcoming public holidays affecting leave planning.

## **Payroll Processing**

### **Expected Features**

- a) Maintain a comprehensive database of employee information, including personal details, tax information, and employment history;
- b) Allow employees to access and update their personal information, view pay stubs, and manage tax-related details through self-service portals;

- c) Automatically calculate employee salaries, including regular pay, overtime, bonuses, and deductions;
- d) Automate tax calculations based on the latest tax laws and employee exemptions;
- e) Manage various allowances, benefits, and deductions such as insurance, retirement contributions, and other employee benefits;
- f) Support various payment methods including direct deposit, checks, and electronic transfers;
- g) Securely store and manage employee bank details for direct deposit;
- h) Ensure compliance with tax regulations;
- i) Automatically generate P9 forms for employees at the end of the tax year;
- j) Manage and automate the deduction of employee benefits from their paychecks;
- k) Facilitate the annual benefits enrollment process;
- l) Support various payroll cycles based on the organization's payment schedule;
- m) Generate and distribute electronic pay slips securely;
- n) Integrate payroll data with the general ledger for accurate financial reporting;
- o) Generate and submit required reports to government agencies related to payroll and taxes;
- p) Maintain detailed audit trails to demonstrate compliance during audits;
- q) Manage recurring deductions for loans, union dues, and other obligations;
- r) Historical Data Storage;
- s) Retain historical payroll data for reference and audit purposes;
- t) Archive payroll data securely to comply with data retention policies;
- u) Support direct e-filing of tax forms with relevant tax authorities;
- v) Enable electronic submission of tax forms for employees;
- w) Provide mobile access for employees to view pay information and tax documents;
- x) Allow managers to approve payroll-related requests through mobile devices;
- y) Define roles and permissions to control access to sensitive payroll information; and
- z) Implement encryption to secure payroll data and provide a user-friendly dashboard for payroll administrators to monitor and manage payroll processes efficiently.

#### **Expected Reports**

- i) Payroll Register.
- ii) Tax Deduction Report.
- iii) Check Register.
- iv) Direct Deposit Report.
- v) Historical Payroll Data Report.
- vi) Payroll Tax Filing Report.

- vii) Payroll Error Correction Report.
- viii) Audit Trail Report.
- ix) Payroll Processing Workflow Analytics.
- x) Security and Access Logs.

## **Employee Self Service**

### **Expected Features**

- a) Allow employees to update personal details like contact information, emergency contacts, and address;
- b) Enable employees to upload and manage their profile pictures;
- c) Employees to submit leave requests, specifying type, duration, and reason;
- d) Display real-time leave balances and accruals;
- e) Provide electronic access to **payslips**;
- f) Allow employees to download tax-related documents such as **P9** Forms;
- g) Allow employees to set and update their performance goals;
- h) Provide a platform for employees to perform self-assessments;
- i) Enable employees to enroll in training programs and courses;
- j) Communication and Announcements;
- k) Display important institution -wide announcements;
- l) Provide a platform for internal communication and messaging;
- m) Provide access to institution policies, manuals, and employee handbooks;
- n) Display internal job postings and career opportunities;
- o) Display upcoming work schedules and shifts;
- p) Allow employees to request and manage shift swaps;
- q) Allow employees to submit IT support requests;
- r) Enable employees to request new hardware or software;
- s) Allow employees to participate in institution -wide surveys;
- t) Provide a platform for employees to submit feedback;
- u) Display the organizational structure and reporting lines; and
- v) Implement secure authentication methods to protect employee data.

### **Expected Reports**

- a) Personal information summary report.
- b) Self-assessment reports.
- c) Employee Satisfaction and Engagement Reports.

## **Employee Communication**

### **Expected Features**

- a) Ability to send broadcast messages or announcements to all employees or specific groups;
- b) A central location for employees to receive and view important notifications;

- c) Comprehensive directories with search functionality for easy access to employee contact information;
- d) Employee profiles with details such as job title, department, and contact information;
- e) Centralized calendar for institution -wide events, meetings, and deadlines;
- f) A repository for sharing important documents, policies, and procedures;
- g) Integration with survey tools for gathering employee feedback;
- h) Communication of training programs and development opportunities;
- i) Notifications for upcoming performance review cycles;
- j) Communication tools for guiding new employees through the onboarding process; and
- k) Communication of off boarding procedures and checklists.

#### **Expected Reports**

- i) Employee Feedback and Surveys Report.
- ii) Event Attendance and Participation Report.
- iii) Internal Communication Compliance Report.

#### **Staff Disciplinary**

##### **Expected Features**

- a) Ability to document details of disciplinary incidents, including date, time, location, and involved parties;
- b) Guided workflows for conducting investigations;
- c) Designation of individuals responsible for conducting investigations;
- d) Storage of incident reports, witness statements, and related documents electronically;
- e) Ability to track changes and versions of disciplinary documents;
- f) Mechanism for employees involved to provide statements and responses;
- g) Secure digital signatures for acknowledgment of disciplinary actions;
- h) Linking disciplinary actions to specific institution policies;
- i) Repeat Offender Tracking;
- j) Notifications for HR and management when disciplinary actions are initiated or completed;
- k) Follow-up actions and deadlines;
- l) Real-time tracking of the status of disciplinary processes;
- m) Secure record-keeping of notes and comments related to the disciplinary process;
- n) Notifications for management when cases require escalation;
- o) Record-keeping of decisions made during the disciplinary process;
- p) System updates employee records with disciplinary actions;
- q) Access control to limit who can view disciplinary records;
- r) Ensure that disciplinary processes comply with legal regulations;
- s) Limit access to disciplinary information to authorized personnel; and

- t) Defined processes for handling employee appeals.

#### **Expected Reports**

- i) Disciplinary Incident Report.
- ii) Incident Trend Analysis Report.
- iii) Employee Violation History Report.
- iv) Status and Progress Report.
- v) Employee Statements and Responses Report.
- vi) Decision and Action Report.
- vii) Appeals Process Report.
- viii) Cost of Disciplinary Actions Report.

#### **Deployment and Transfers**

##### **Expected Features**

- a) Comprehensive employee profiles with relevant details;
- b) Recording and tracking of all past deployments and transfers;
- c) Automated processes for initiating and approving transfer requests;
- d) Multiple Approval Levels: Multiple approval stages for complex transfers;
- e) Automated communication to the employee, managers, and relevant departments;
- f) Evaluating employee skills and competencies for suitable transfers;
- g) Considering performance records when planning transfers;
- h) Gathering feedback from employees about the transfer process; and
- i) Addressing any concerns or issues raised by employees post-transfer.

##### **Expected Reports**

- i) Transfer Request Report.
- ii) Transfer Approval Workflow Report.
- iii) Transfer History Report.
- iv) Employee Performance Alignment Report.
- v) Evaluation of employee performance before and after transfers.

#### **Promotions**

##### **Expected Features**

- a) Centralized employee profiles with detailed information;
- b) Recording and tracking of all past promotions;
- a) Streamlined processes for initiating and approving promotion requests;
- b) Automated notifications at each stage of the promotion workflow;
- c) Evaluation of employee performance as a criterion for promotions;
- d) Assessment of employees' skills and competencies;
- e) Automated adjustment of salary based on the new role's compensation;
- f) Adherence to compensation policies during promotions;
- g) Linking promotion processes to company policies and guidelines; and

- h) Communication to the employee, managers, and relevant departments.

#### **Expected Reports**

- i) Promotion Request Report.
- ii) Performance Assessment Report.
- iii) Compensation Adjustment Report.
- iv) Promotion History Report.
- v) Historical data on all past employee promotions.

#### **Registry**

##### **Expected Features**

- a) User authentication to control access to the registry;
- b) Different levels of access for different user roles;
- c) User-friendly forms for inputting new data;
- d) Tools for modifying existing entries;
- e) Periodic checks to maintain data accuracy;
- f) Tracking actions performed by users;
- g) Advanced search options for quick data retrieval;
- h) Connectivity with other ERP modules for data consistency;
- i) Immediate updates across the system;
- j) Ability to export data in various formats (CSV, Excel, PDF);
- k) Built-in tools for generating reports from registry data;
- l) Policies for archiving and storing historical data;
- m) Ability to add, modify, or remove data fields;
- n) Notifications for critical updates or events;
- o) Space for users to add comments or notes to registry entries;
- p) Simultaneous editing by multiple users with version control;
- q) Periodic assessments of data security measures; and
- r) Scheduled backups of the registry data.

##### **Expected Report**

- i) Data Overview Report.
- ii) User Access and Activity Report.
- iii) Data Changes Log.
- iv) Data Validation Report.
- v) Exported Data Report.
- vi) Data Archiving and Retention Report.
- vii) Alerts and Notifications Report.

#### **Separation**

##### **Expected Features**

- a) Comprehensive profiles with historical data;

- b) Recording and tracking of all employee separations;
- c) Automated processes for initiating and approving separation requests;
- d) Setting up approval hierarchies based on organizational structure;
- e) Collecting feedback from employees leaving the organization;
- f) Communication to the employee, managers, and relevant departments;
- g) Calculating and processing final pay and benefits;
- h) Managing the termination of benefits and other entitlements;
- i) Identifying and tracking institution assets assigned to the employee;
- j) Streamlining the return of equipment, keys, access cards, etc.;
- k) Facilitating the transfer of critical knowledge before separation;
- l) Identifying successors for the vacated role;
- m) Providing checklists for employees to complete before separation;
- n) Gathering feedback on the separation experience;
- o) Managing legal documents related to separation; and
- p) Adhering to data retention policies for separated employee records.

#### **Expected Reports**

- i) Separation Request Report.
- ii) Separation Approval Workflow Report.
- iii) Exit Interview and Survey Report.
- iv) Compensation and Benefits Report.
- v) Equipment and Asset Retrieval Report.
- vi) Exit Clearance Status Report.

### **STUDENT AFFAIRS MODULES**

#### **Hostels Management**

The system must provide features for the allocation of rooms to students and the collection of accommodation fees from students. Fees collection feature will integrate Finance module, the collection and refund of room deposit must be incorporated.

#### **Expected Features**

- a) Hostels description i.e. Hostel name, capacity and rate per room;
- b) Hostels room listing i.e. rooms allocated to students who have paid required fee, specifying the students names, admission numbers and room number;
- c) Hostels room bed listing;
- d) Student bed allocation;
- e) Beds transfer;
- f) Hostel type;
- g) Hostel items allocation;
- h) Online booking of room within a specified time period;

- i) The module should integrate with finance module for accommodation fee payment;
- j) Accommodation fees, amount due, amount collected and balance due;
- k) Mass invoicing and receipting of accommodation fees;
- l) Session management;
- m) Reservation of room for students with disability and special cases; and
- n) The system should allow cancellation or reversal of room booking.

#### **Expected Reports**

- i) Allocated beds.
- ii) Hostel rooms listing.
- iii) Hostels room bed listing.
- iv) Beds space available per hostel by gender.
- v) Students allocate beds, mattresses and seats.
- vi) Beds not available.
- vii) Accommodation fee analysis.
- viii) Accommodation fees debtors.
- ix) Accommodation fees collected per hostel, campus, school etc.
- x) Hostel bed capacity status.
- xi) List of reserved rooms.

#### **Work Study**

##### **Expected Features**

- a) Allocate work study based on needy status of students;
- b) Comprehensive needy status identification criteria;
- c) Session based; and
- d) Manage the program and payments to students, payments will integrate with Finance module.

#### **Expected Reports**

- i) Student Work Assignments.
- ii) Work Study Hours and Attendance.
- iii) Payroll and Compensation.
- iv) Employer Feedback and Evaluations.
- v) Job Postings and Applications.
- vi) Financial Reports.
- vii) Student Eligibility Reports.
- viii) Work Study Program Effectiveness.
- ix) Communication and Notifications.

#### **Student Disciplinary**

This module should enable the management of student disciplinary cases by student affairs

unit. The system should capture the details of the cases, the evidences, the verdict and sanctions on the student with disciplinary case.

#### **Expected Features**

- a) Cases of student offences reported to security office for investigation and gathering of evidence;
- b) Statements from student's suspects recorded at Security Office;
- c) Investigative reports from security and submitted to Dean of Students (DOS);
- d) Evidences gathered during investigation by security;
- e) Dates of hearing of student disciplinary cases;
- f) Bio data and statements of witnesses and their statements required during hearing;
- g) Accused students bio data needed for reference during hearing of cases;
- h) Summary of verdicts to senate;
- i) Capability to impose meted sanctions on offenders, including putting on hold or terminating;
- j) Capability to monitor 14 days appeal period to Vice Chancellor permitted to an expelled student to launch an appeal;
- k) Date set and outcome of Appeals Board-expulsions upheld or varied; and
- l) Clearance of a suspended student for re-admission, graduation or to proceed with studies.

#### **Expected Reports**

- i) Disciplinary students(s) personal particulars, phone number and emails.
- ii) Copies of invitation letters to students, committee members and witnesses for Student Disciplinary Committee (SDC) meetings.
- iii) Summary of verdicts.
- iv) Copies of verdict letters to students.
- v) Copies of SDC minutes.
- vi) List of students who have met conditions of verdicts.
- vii) Suspended and expelled students for purposes of blocking then from accessing University services.
- viii) Statistics based on nature of offences, schools and year of study.

#### **Students Online Voting**

This module is for managing online elections of Rongo University Students Association (RUSA) officials.

#### **Expected Features**

- a) The system should allow online applications for (RUSA positions by interested candidates;
- b) The system should allow Dean of Students (DOS) to clear candidates for various positions;

- c) The system should allow the students to vote online for (RUSA election candidates; and
- d) The system should automatically count the votes and rank the candidates for each position in ascending order.

#### **Expected Reports**

- i) List of shortlisted applicants for each position.
- ii) Successful candidates list.
- iii) Appointment letters for winners.
- iv) Clearance and nomination forms for the contestants.
- v) List of cleared contestants.
- vi) Results for Elections.

#### **Catering Services**

##### **Expected Features**

- a) Define all the cafeterias, kitchens and other operational units;
- b) Daily revenue collections from each unit;
- c) Reconcile revenue collections with Kitchen stock movements;
- d) Use of smart cards for purchasing meals;
- e) Online booking for seminars/meetings;
- f) Booking Alert;
- g) Online approvals; and
- h) Electronic point of Sale (ePos).

##### **Expected Reports**

- i) Bookings schedule.
- ii) Daily Sales report by cafeteria, kitchens and other operational Units.
- iii) Stock list analysis.

#### **HEALTH SERVICES MODULE**

This Module should be able to coordinate and integrate all the inherent activities involved in the management and running of the University Clinic. It must meet specified security, technology and functionality standards for managing electronic medical records and practice management information. The system should capture the details of a patient on an initial visit and update upon successive visits thereafter. It should generate standards reports that can be uploaded to the other official platforms.

##### **Expected Features**

- a) Basic demographic and clinical health information;
- b) Clinical decisions support;
- c) Order entry and prescribing;
- d) Health information and reporting; and
- e) Exchange of electronic information.

**Expected Reports**

- i) Patient Demographics.
- ii) Appointment Scheduling and Attendance.
- iii) Medical History and Health Records.
- iv) Immunization Compliance.
- v) Prescription and Medication Reports.
- vi) Laboratory and Test Results.
- vii) Occupational Health Reports.
- viii) Health Promotion and Wellness Programs.
- ix) Resource Utilization.
- x) Billing and Insurance Reports.
- xi) Quality Assurance and Accreditation Reports.
- xii) Communication and Notifications.
- xiii) Emergency Response and Preparedness.

**Patient Management****Expected Features (Patient Indexing and Patient Registration)**

- a) Create a new patient record;
- b) Edit an existing patient record;
- c) Search patient record;
- d) Add patient record to the waiting list; and
- e) Advanced appointment booking.

**Waiting List**

- a) Manage patients in queue; and
- b) Separate queues for medical consultations & prescribing medication.

**Medical Records**

- a) Records patients diagnosis and consultation information;
- b) Storage and retrieval of digital pictures e.g. dermatologists;
- c) Storage & retrieval of radiological and endoscopic images;
- d) Delete incorrect diagnosis record before medical consultation completion;
- e) Choose a diagnosis from a pre-set list;
- f) Add a new diagnosis on the pre-set list; and
- g) Edit an existing diagnosis on pre-set list.

**Prescription**

- a) Add drugs to a prescription;
- b) Print drug labels;
- c) Delete drugs from a prescription; and
- d) Drug allergy alert.

**Standardize Documents**

- a) Issue receipts;
- b) Issue sick leave notes;
- c) Issue referral letters;
- d) Issue recommendations for diagnostic procedures; and
- e) Printing of prescription sheet for dispensing in community pharmacy.

**Dispensary**

- a) Display drug list;
- b) Add new drug to drug list;
- c) Cross alert of drug allergy;
- d) Dangerous drug record; and
- e) Drug inventory record.

**Interface Requirements**

The system should be able to have different user interfaces for:

- a) A nurse;
- b) A doctor;
- c) Web access; and
- d) Records personnel etc.

**Expected Reports**

- i) Repots for drugs replenishment.
- ii) Dangerous drug reports.
- iii) Dispensed drug reports.
- iv) Expired drug reports.
- v) Analysis reports on drug consumption.
- vi) Diagnostic statistics.
- vii) Mobility and mortality report.
- viii) Patient line listing by mobility.
- ix) Other ministry of health reports,

**Basic Demographic and Clinical Health Information**

This refers to patient related information and include patient identification information and clinic attendance or encounter information

**Expected Features**

- a) Collect and display essential demographic patient information such as; name, birth date, gendered;
- b) Manage patient's problem/diagnosis list: coded diagnosis, onset date, history, chronicity, date resolved;
- c) Collect and display patient medication;
- d) Collect and display patient allergies;

- e) Collect and display test results;
- f) Accept encounter clinical data: viral signs, weight, height, calculate BMI; and
- g) Accept clinical notes in structured format and in free text format.

### **Clinical Decision Support**

This refers to functions and processes that assist health workers in making clinical decisions to enhance patient care.

#### **Expected Features**

- a) Highlighted abnormal test results;
- b) Alert provider of abnormal (outside the normal range) vital signs;
- c) Alert provider if a known allergic drug is prescribed or if a known drug interaction is likely to occur; and
- d) Provide reminder of recommended care due such as test due and medication due.

**NB:** *Capability of transfer of care should be possible at this stage for the clinician to decide whether to proceed or refer for further care in higher settings (Patient referrals).*

### **Order of Entry and Prescribing**

Order of entry is the process by which a health care worker electronically enters instructions for the care and treatments of patients under his or her care.

#### **Expected Results**

- a) Allow providers to enter orders with required details.
- b) Accept prescription orders.
- c) Order and administer immunizations: capture dose etc.
- d) Manage referral orders with details of referring provider and referred to provider.

### **Health Information and Reporting**

One advantage of MR systems is to improve the reporting and use of health information. To support this function. EMR systems are required to:

- a) Generate reports from clinical data to support quality improvement; and
- b) Generate aggregate reports for submission to health ministries and other consumers.

### **Exchange of Electronical Information**

EMR system co-exist with other system in the health care settings. These include other EMR systems, laboratory systems and pharmacy systems. In order to promote inter-operability between systems. EMR systems are required to:

- a) Receive patient information as a clinical document using a recognized standard;
- b) Generate patient summary information using a recognized standard; and
- c) Generate aggregate clinical care information using a recognized standard.

The following are functionalities of systems that will co-exist with EMRS within health services department;

#### **Expected Features**

##### **Pharmacy Section: EMRS-PIS**

The pharmacy information system (PIS) collects and process detailed medication, prescription and dispensing data, with only the minimum demographic data to positively identify the patient. However, pharmacists often require certain clinical data, such as allergies, diagnoses, and prior medications, to safely dispense. Supply chain management systems may draw and data into the PIS.

The information interaction between PIS and EMR can be summarized as follows;

- a) Patient Identification –Based on the patient Identifier Cross-referencing (PIX) and patient Demographic Query (PDQ) profiles.
- b) Prescription transmission.
- c) Dispensing information transmission.

### **Laboratory Information System**

EMR systems interaction to Laboratory Information systems; three types of information interactions exist between LIS and EMR in any environment. While these interactions are not interdependent and may stand alone, with full –computerized integration, all three will be implemented.

These interactions are:

- a) Patient Identification- Based on the patient identifier Cross-referencing (PIX) and patient Demographic Query (PDQ) profiles.
- b) Order transmission –Based on the laboratory Testing Workflow (LTW) IHE profiles
- c) Results transmission –Based on the laboratory Testing Workflow (LTW) IHE profile.

### **Expected Reports**

- i) Patient consent forms for signing their acceptance their acceptance.
- ii) Electronic generation of MOH aggregate reports, including disease specific reports for programs such as TB, malaria and NASCOP, for transmission to the next level (e.g. the county Health Information System).
- iii) Patient –specific summary views and reports that include, the minimum: problem list, medication list, treatment interruption and restart dates, adverse drug reactions care history, and missed appointments.
- iv) Commodity reports such as; consumption reports , inventory reports , order reports, drugs and allied items procurement plans, local purchase orders, financial report reports etc.
- v) The department will interrogate reports required to be generated to the generated by the system and advice software developers from time to time during initiation process

## **TRANSPORT MODULES**

### **Fleet Management**

#### **Expected Features**

- a) Transport booking and scheduling;
- b) Vehicle fueling;
- c) Vehicle breakdown reporting;
- d) Insurance claims (integrates with Finance module);
- e) Incident/discrepancy reporting;
- f) Hire of vehicles;
- g) Vehicle disposal and new acquisitions;

- h) Operational cost analysis; and
- i) Vehicle car tracking and retrieved system.

#### **Expected Reports**

- i) List of vehicles.
- ii) Consolidated vehicles weekly/ monthly operation returns.

#### **Garage Operations**

##### **Expected Features**

- a) Quality and inspection procedures;
- b) Parts/material request procedures Repair/maintenance;
- c) Repair /maintenance;
- d) Repair/maintenance billing; and
- e) Corrective action request.

#### **Expected Reports**

Consolidated vehicle weekly/monthly repairs and maintenance returns/analysis.

#### **Fleet Maintenance**

##### **Expected Features**

- a) Ensure efficient and cost effective repairs and maintenance of University fleet of vehicles.

#### **Security Modules**

##### **Security Incidence**

##### **Expected Features**

- a) Keep track of reported security incidences;
- b) Keep records of investigations of students and staff; and
- c) Records of students and staff cases.

#### **Expected Reports**

- i) Incident Reports.
- ii) Access Control Reports.
- iii) Surveillance and Camera Monitoring.
- iv) Emergency Response and Drills.
- v) Security Patrol and Activity Logs.
- vi) Lost and Found Items.
- vii) Visitor Management Reports.
- viii) Parking and Vehicle Security.
- ix) Security Incident Trends and Analysis.
- x) Fire Safety and Evacuation Reports.
- xi) Key and Card Access Control.
- xii) Crisis Communication.
- xiii) Policy Compliance Reports.
- xiv) Training and Certification Reports.

xv) Biometric and Identity Verification.

### **Biometric Identification**

#### **Expected Features**

- a) Biometric identification of staff and students; and
- b) Capture daily staff attendance records.

#### **Expected Reports**

- i) Time attendance reports.
- ii) Attendance Reports.
- iii) Biometric Enrollment Reports.
- iv) Access Control Reports.
- v) Staff and Student Verification Reports.
- vi) Biometric Device Health Reports.
- vii) Security Incident Reports.
- viii) Compliance Reports.
- ix) Biometric System Performance Reports.
- x) Integration Reports.
- xi) User Activity Reports.
- xii) Training and Usage Reports.
- xiii) Data Analytics Reports.
- xiv) Biometric Data Quality Reports.

### **LEGAL OFFICE MODULES**

#### **Memorandum of Understanding**

##### **Expected Features**

- a) The system should allow for reception of MoUs from the users department and give advice;
- b) The system should allow for the final copy of MOU to be forwarded to the Vice Chancellor for signature/approval;
- c) The system should allow for the forwarding of MoU to the user department for onward transmission to the other party; and
- d) The system should allow for storage management of the signed MoU.

##### **Expected Reports**

- a) List of signed MoUs and pending MoUs.

#### **Litigation Matters**

##### **Expected Features**

- a) The system should allow for reception and processing of court orders/ summons;
- b) The systems should allow for identification of external lawyer to handle the case;

- c) The system should allow for processing of payment of fees to external lawyers/advocates;
- d) The system should allow for monitoring of the ongoing court case;
- e) The system should allow for upload of the concluded court case and files management (file storage);
- f) The system should be able to breakdown costs associated with legal cases;
- g) The system should be able to list of all contracts and agreements and status(active, expired, pending renewal);
- h) The system should be able to catalog of legal documents;
- i) The system should be able to do reminders for upcoming deadlines and court appearances; and
- j) The system should be able to document an inventory of intellectual property assets.

### **Expected Reports**

- i) List and status of ongoing court cases.
- ii) Concluded court cases.
- iii) Legal Case Management Report.
- iv) Litigation Costs Report.
- v) Contract Management Report.
- vi) Policy and legal Violations Report.
- vii) Legal Document Repository Report.
- viii) Risk Assessment Report.
- ix) Legal Expenses Report.
- x) Regulatory Compliance Report.
- xi) Legal Calendar Report.
- xii) Intellectual Property Report.

## **COUNCIL MODULE**

### **Expected Features**

- a) The system should allow for preparation of Council Almanac in consultation with relevant sections e.g. Senate and Management Board;
- b) The system should allow for preparation and sending of Notices for the meeting;
- c) The system should allow for communication of Council meeting to other section of the University;
- d) Authorized alerts for scheduled meetings;
- e) The system should integrate with the e-memo Management Module;
- f) The system should allow preparation for travel arrangements for Council Members;

- g) The system should allow information sharing with Council Members;
- h) The system should allow circulation of signed Minutes to Council members and other authorized officers of the University; and
- i) The system should allow for communication of Council decisions/resolutions to auctioning departments.

#### **Expected Reports**

- i) Reports on Council Meetings and Almanac.
- ii) Minutes.
- iii) Reports to Senate/Management.
- iv) Resolutions /decisions of Council.

#### **E-Board Module**

##### **Expected Features**

- a) The E-Board should have the ability to schedule and manage meetings for University Council, Senate, Management Board, School Boards, Departmental Board and other University Committees;
- b) The E-Board should have a functionality to create, edit and distribute meeting agenda in advance;
- c) The E-Board should have a capability to track and record attendance of members during meetings;
- d) The E-Board should have a centralized storage for meeting documents, including minutes, presentations and relevant files;
- e) The E-Board should have an ability to assign and track action items resulting from discussions in the meetings;
- f) The E-Board should have a feature for automated notifications and reminders for upcoming meetings, agenda distribution and pending action items; and
- g) The E-Board should have a feature allowing participants to take collaborative and synchronized notes during the meeting.

##### **Expected Reports**

The E-board should be able to generate the following Reports:

- i) University Council, Senate, Management Board, School Boards, Departmental Board and other University Committees summarizing the discussions, decisions, and action items from each meeting.
- ii) Records of attendance for each meeting, indicating who attended and who was absent.

- iii) Overview of the status of action items, including those completed, pending, or overdue.
- iv) Log of all decisions made during the meetings, with details on the nature of the decision and individuals involved.
- v) Calendar or timeline view of scheduled meetings for various committees.
- vi) Report on the distribution of meeting agendas, including confirmation of receipt by participants.
- vii) Tracking and reporting on user activities within the E-board ERP Module.

## **PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

### A. General

#### Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government "means the Government of Kenya;
- k) "Local Currency "means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities

included in the Service Provider's Tender.

- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall be the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

## **1.2 Applicable Law**

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

## **1.3 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

## **1.5 Location**

The Services shall be performed at such locations as specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

## **1.7 Inspection and Audit by the PPRA**

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

## **1.8 Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees,

and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2 Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

### **2.2 Commencement of Services**

#### **1.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

#### **2.2.2 Starting Date**

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

### **2.3 Intended Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

### **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### **2.4.1 Value Engineering**

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

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

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

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or

- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in
  - (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Procuring Entity**

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;

- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

## **2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

## **2.6.3 Payment up on Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

# **3 Obligations of the Service Provider**

## **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

## **3.2 Conflict of Interests**

### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

### 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

### 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

- 3.4 **The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, services against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such services have been taken out and maintained and that the current premiums have been paid.

### 3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

### 3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain

the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### **3.8 Liquidated Damages**

#### **3.8.1 Payments of Liquidated Damages**

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

#### **3.8.2 Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

#### **3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

### **3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

### **3.10 Fraud and Corruption**

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### **3.11 Sustainable Procurement**

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

## **4 Service Provider's Personnel**

## 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

## 4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5 Obligations of the Procuring Entity

### 5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

### 5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6 Payments to the Service Provider

### 6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 6.2.4 and 6.3.

### 6.2 Contract Price

- a) The price payable is **set forth in the SCC**.

b) Price may be payable in foreign currency, if so allowed in this document.

### 6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 If the SCC so specify, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

### 6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

### 6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

### 6.6 Price Adjustment

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

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

Where:

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

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the non-adjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoiced at and  $L_{oc}$  is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and

loc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

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

## 6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

## 7 Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

#### Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8 Settlement of Disputes

### 8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion

and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.

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

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

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

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

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

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

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

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

8.1.9 If the Project Manager does not respond within the time framed fined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

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

## **8.2 Matters that may be referred to arbitration**

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

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

## **8.3 Amicable Settlement**

8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

## **8.4 Arbitration**

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

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

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

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

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

## **8.5 Arbitration with proceedings**

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

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

8.5.3 The arbitration may be on the construction of this Contract on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

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

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

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

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

## **8.6 Failure to Comply with Arbitrator's Decision**

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

## **9.1 The Adjudicator**

9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract;

a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

- 9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

**B. SPECIAL CONDITIONS OF CONTRACT****SECTION IX - SPECIAL CONDITIONS OF CONTRACT**

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1(a)</b>	The Adjudicator is _____
<b>1.1(w)</b>	Project Manager is _____
<b>1.1(e)</b>	The contract name is _____
<b>1.1(h)</b>	The Procuring Entity is _____
<b>1.1(m)</b>	The Member in Charge is _____
<b>1.1(p)</b>	The Service Provider is _____
<b>1.4</b>	The addresses are: _____ Procuring Entity: _____ Attention: _____ Telex: _____ Service Provider: _____ Attention: _____ Email address _____
<b>1.6</b>	The Authorized Representatives are: For the Procuring Entity: _____ For the Service Provider: _____
<b>2.1</b>	The date on which this Contract shall come into effect is _____.
<b>2.2.2</b>	The Starting Date for the commencement of Services is _____.
<b>2.3</b>	The Intended Completion Date is _____.
<b>2.4.1</b>	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
<b>3.2.3</b>	Activities prohibited after termination of this Contract are: _____ _____
<b>3.4</b>	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Procuring Entity's liability and workers' compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
<b>3.5(d)</b>	The other actions are _____.]
<b>3.7</b>	Restrictions on the use of documents prepared by the Service Provider are: _____ _____

<b>3.8.1</b>	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
<b>3.8.3</b>	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are: _____
<b>6.2(a)</b>	The amount in Kenya Shillings _____.
<b>6.3.2</b>	The performance incentive paid to the Service Provider shall be: _____ _____
<b>6.4</b>	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators:            _____ (indicate milestone and/or percentage) _____            _____ (indicate milestone and/or percentage) _____ and            _____ (indicate milestone and/or percentage) _____            Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</li> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>
<b>6.5</b>	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
<b>6.6.1</b>	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p><math>A_L</math> is _____</p> <p><math>B_L</math> is _____</p> <p><math>C_L</math> is _____</p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p><math>A_F</math> is _____</p> <p><math>B_F</math> is _____</p> <p><math>C_F</math> is _____</p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p>

<b>7.1</b>	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____ The Defects Liability Period is _____.
<b>9.1</b>	The designated Appointing Authority for a new Adjudicator is _____ _____
<b>9.2</b>	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work. The following reimbursable expenses are recognized: _____

## C. FORMS

### SECTION X -CONTRACT FORMS

#### FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: \_\_\_\_\_ *[insert name and Address of Procuring Entity]*

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

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

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

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (herein 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 Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_(),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this 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.”\_\_

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

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

## FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

*[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of 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 (herein after called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (herein after 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 herein after 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 there under, 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 here under, 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. 3 - ADVANCE PAYMENT SECURITY

### [Demand Bank Guarantee]

*[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]*

**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 \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_ *dated* \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ()<sup>1</sup> 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 Applicant 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 Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,<sup>2</sup> 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.***