



NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD

PROCURING ENTITY	NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD
ADDRESS	Harambee Sacco Plaza, 10th floor P.O Box 46682-00100, NAIROBI
EMAIL ADDRESS	Email Address: procurement@ngcdf.go.ke
TELEPHONE NO.	0709894000
INVITATION TO TENDER(ITT) NUMBER	NG-CDFB/ONT/010/2023-2024
TENDER NAME	SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED NGCDF BOARD ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION.
PROCUREMENT METHOD	OPEN NATIONAL TENDER (ONT)
CONTRACT PERIOD	THREE (3) YEARS
ISSUANCE DATE	6 TH FEBRUARY, 2024
CLOSING DATE	20 TH FEBRUARY, 2024
CLOSING TIME	AT 10:00 A.M

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INVITATION TO TENDER (ITT)

PROCURING ENTITY: NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD

CONTRACT NAME AND DESCRIPTION: SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED NG-CDF BOARD ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION.

1. The *National Government Constituencies Development Fund Board* (NG-CDF Board) intends to procure the Supply, Installation, Implementation, Testing, Training, Commissioning and Maintenance of an Integrated NGCDF Board Enterprise Resource Planning (ERP) Solution for a period of three years with effect from 2023/2024 financial year as follows;

Tender No.	Description
NGCDFB/ONT/010/2023-2024	Supply, Installation, Implementation, Testing, Training, Commissioning and maintenance of an Integrated NGCDF Board Enterprise Resource planning (ERP) Solution.

2. Tendering will be conducted under Open National Tender competitive method 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 Monday to Friday, 8.00a.m. -1:00 p.m. and 2.00p.m. -4. 30p.m. at the NG-CDF Board Procurement Office at Harambee Sacco Plaza 10th floor. Tender documents may be viewed and/or downloaded from the website www.tenders.go.ke or www.ngcdf.go.ke
4. Tender documents may be viewed and downloaded for free from the website www.ngcdf.go.ke or www.tenders.go.ke. Tenderers must forward their particulars including company name, tender number and tender description to procurement@ngcdf.go.ke to facilitate any further clarification or addendum.
- a. All Tenders must be accompanied by a tender security of **Kenya Shilling Ten Million Only (Ksh. 10,000,000.00)** or equivalent of in a freely convertible currency in form of cash, a bank guarantee, a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority and a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, The validity of the bid security shall be 212 days from the date of submission.
5. Complete tenders must be delivered to the address below on or before **20TH FEBRUARY, 2024 at 10am and registered in tender register**. Electronic Tenders *will not be permitted*.
6. 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.
7. Late tenders will be rejected.
8. The addresses referred to above are:

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

- 1) National Government Constituencies Development Fund Board
- 2) The Procurement office, Harambee Sacco Plaza, 10th Floor, along Haile Selassie Uhuru Way junction Nairobi
- 3) P.O BOX 46682-00100, Nairobi.
- 4) Chief Executive Officer, 0709894000, procurement@ngcdf.go.ke.

B. Address for Submission of Tenders.

- 1) National Government Constituencies Development Fund Board
- 2) P.O BOX 46682-00100, Nairobi, Chief Executive Officer
- 3) The Procurement office, Harambee Sacco Plaza, 10th Floor, along Haile Selassie Uhuru Way junction Nairobi

C. Address for Opening of Tenders.

- 1) National Government Constituencies Development Fund Board
- 2) Physical address for the location (City, Street Name, Building, Floor Number and Room) **The Procurement office, Harambee Sacco Plaza, 10th Floor, (Boardroom), along Haile Selassie Uhuru Way junction Nairobi**

[Authorized Official (name, Designation, Signature and date)]

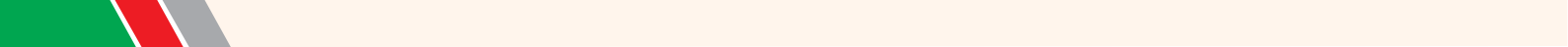
Name: Yusuf Mbuno

Designation: Chief Executive Officer

Signature:

Date:

06/02/2023



PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

Section I - Instructions to Tenderers

A. GENERAL

1. Scope of Tender

The Procuring Entity, as indicated **in the TDS**, issues this tendering document for the Supply, Installation, Implementation, Testing, Training, Commissioning and maintenance of an Integrated NG-CDF Board Enterprise Resource planning (ERP) Solution.

1.1 as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT are specified **in the TDS**.

2. Definitions

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

2.3 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the context so requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- d) “Information System” shall carry the same meaning as “Information Technology”.

3. Fraud and Corruption

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

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

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

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

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of Intent. Public employees and their close

relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms / organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a. Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b. Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c. Has the same legal representative as another Tenderer; or
 - d. Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the NG-CDF Board regarding this Tendering process; or
 - e. Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Tender; or
 - f. Or any of its affiliates has been hired (or is proposed to be hired) by the NG-CDF Boarder NG-CDF Board as Project Manager for the Contract implementation; or
 - g. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h. Has a close business or family relationship with a professional staff of the NG-CDF Board who: -
 - i. Are directly or in directly involved in the preparation of the tendering document or specifications of the Contract, and/ or the Tender evaluation process of such Contract. or
 - ii. Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the NG-CDF Board throughout the Tendering process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case maybe. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub- consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations

Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.9 The NG-CDF Board may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the **TDS**, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signing of the contract.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the NG-CDF Board determine if this condition is met shall be provided in for this purpose is be provided in “SECTION III- EVALUATION AND QUALIFICATION CRITERIA, Item 9”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.11, a tenderer is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13 Tenderers shall be considered ineligible for procurement if they offer goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5 Eligible Goods and Services

- 5.1 The Information Systems to be supplied under the Contract may have their origin in any eligible country.
- 5.2 For the purposes of this tendering document, the term “Information System” means all:
- i. the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and
 - ii. the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.
- 5.3 For purposes of ITT 5.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.4 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement under this Act.

B. CONTENTS OF TENDERING DOCUMENT

6 Sections of Tendering Document

PART 1 - Tendering Procedures

Section I - Instructions to Tenderers (ITT)

Section II - Tender Data Sheet (TDS)

Section III - Evaluation and Qualification Criteria

Section IV - Tendering Forms

PART 2 - Procuring Entity's Requirements

Section V - Requirements of the Information Systems

Section VI - Technical Requirements

Section VII - Implementation Schedule

Section VIII - System Inventory Tables

Section IX - Background and Informational Materials

PART 3 - Contract

Section X - General Conditions of Contract

Section XII - Special Conditions of Contract

Section XIII - Contract Forms

- 6.1 The Invitation to Tender Notice issued by the NG-CDF Board is not part of this tendering document.
- 6.2 Unless obtained directly from the Procuring Entity, the NG-CDF Board 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 NG-CDF Board shall prevail.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7 Site Visit

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

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

- 8.1 The NG-CDF Board shall specify in the **TDS** if a pre-tender conference will be held, when and where. The NG-CDF Board shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the NG-CDF Board not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The NG-CDF Board shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works at the web page identified **in the TDS**. Any

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

9 Clarification of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the NG-CDF Board in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The NG-CDF Board 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 NG-CDF Board 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 NG-CDF Board shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification resulting changes to the essential elements of the Tender Documents, the NG-CDF Board shall amend the Tender Documents appropriately following the procedure under ITT 10.

10 Amendment of Tendering Document

- 10.1 At any time prior to the deadline for submission of Tenders, the NG-CDF Board 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 NG-CDF Board in accordance with ITT 6.3. The NG-CDF Board shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the NG-CDF Board 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 NG-CDF Board shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

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

13 Documents Comprising the Tender

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

- g. **Tenderer's Eligibility:** documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility and qualifications to perform the contract if its Tender is accepted;
- h. **Conformity:** documentary evidence established in accordance with ITT 18 that the Information System offered by the Tenderer conform to the tendering document;
- i. **Subcontractors:** list of subcontractors, in accordance with ITT 18.4;
- j. **Intellectual Property:** a list of: Intellectual Property as defined in GCC Clause 15;
 - i) All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause 1.1(C):
 - a. System, General Purpose, and Application Software; or
 - b. Standard and Custom Software;
 - iii. All Custom Materials, as defined in GCC Clause 1.1(c), included in the Tender;

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

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

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

14 Form of Tender and Price Schedules

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

15 Alternative Tenders

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

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

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

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

16 Documents Establishing the Eligibility of the Information System

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

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 17..1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.
- 17.1 In the event that pre-qualification of potential Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 17.2 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the NG-CDF Board identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.3 The purpose of the information described in ITT 15.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the NG-CDF Board as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.4 The Tenderer shall provide further documentary proof, information or authorizations that the NG-CDF Board may request in relation to ownership and control, any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.5 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.6 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the NG-CDF Board is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.7 If information submitted by a tenderer pursuant to these requirements, or obtained by the NG-CDF Board (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:
- If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - If the contract has been awarded to that tenderer, the contract award will be set aside,
 - the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.8 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the NG-CDF Board that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18 Documents Establishing Conformity of the Information System

- 18.1 Pursuant to ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the Information System that the Tenderer proposes to design, supply and install under the Contract.
- 18.2 The documentary evidence of conformity of the Information System to the tendering documents including:
- a) Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the NG-CDF Board and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;
 - b) Written confirmation that the Tenderer accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the tendering documents;
 - c) An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;
 - d) Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
 - e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.
- 18.3 References to brand names or model numbers or national or proprietary standards designated by the NG-CDF Board in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the **TDS** for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
- 18.4 For major items of the Information System as listed by the NG-CDF Board in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the NG-CDF Board for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 18.5 The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITT 5 and ITT 16.1.

19 Tender Prices

- 19.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.
- 19.2 **Unless otherwise specified in the TDS**, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost table in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:
- a) **If specified in the TDS**, the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;

- b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases;
 - c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
- 19.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- 19.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation in accordance with ITT 31.3.
- 19.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of incoterms **specified in the TDS**, as follows:
- a) Goods supplied from outside Kenya:
Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Kenya. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e) (iii). In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;
 - b) Locally supplied Goods: Unit prices of Goods offered from within Kenya, shall be quoted on an EXW (ex- factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded; and
 - c) Inland transportation.
- 19.6 Unless otherwise stated in the **TDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 17.5, whether the Goods are to be supplied locally or from outside Kenya, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.
- 19.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/ or apply in Kenyan /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.
- 19.8 Unless otherwise specified in the **TDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the NG-CDF Boarder its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).
- 19.9 Unless otherwise specified in the **TDS**, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

20 Currencies of Tender and Payment

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

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

21 Period of Validity of Tenders

- 21.1 Tenders shall remain valid for the period specified **in the TDS** after the Tender submission deadline date prescribed by the NG-CDF Board in accordance with ITT 23.1. A Tender valid for a shorter period shall be rejected by the NG-CDF Board as non-responsive.
- 21.2 exceptional circumstances, prior to the expiration of the Tender validity period, the NG-CDF Board may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20.1, it shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

22 Tender Security

- 22.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 22.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 22.3 If a Tender Security is specified pursuant to ITT 20.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- b. cash;
 - c. a bank guarantee;
 - d. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - e. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
 - f. any other form specified in the **TDS**.

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

- 22.4 In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms or in another substantially similar format approved by the NG-CDF Board prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 19.2.
- 22.5 If a Tender Security or a Tender-Securing Declaration is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the NG-CDF Board as non-responsive.
- 22.6 The Tender Security shall be returned/release as promptly as possible
- a) The procurement proceedings are terminated;
 - b) The NG-CDF Board determines that none of the submitted tenders is responsive;
 - c) A bidder declines to extend the tender validity.
 - d) Once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 22.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
 - b) if the successful Tenderer fails to:

- i) sign the Contract in accordance with ITT 47; or
- ii) furnish a performance security in accordance with ITT 48.

22.8 Where the Tender-Securing Declaration is executed the NG-CDF Board will recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.

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

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

23 Format and Signing of Tender

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

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

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

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

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

D. SUBMISSION AND OPENING OF TENDERS

24 Submission, Sealing and Marking of Tenders

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

- a) In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) In an envelope marked “COPIES”, all required copies of the Tender; and,
- c) If alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i) In an envelope marked “ORIGINAL–ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope marked “COPIES – ALTERNATIVE TENDER” all required copies of the alternative Tender.

24.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and
- d) Bear a warning not to open before the time and date for Tender opening.

The outer envelopes shall:

- e) Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;
- f) Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and bear a warning not to open before the time and date for Tender opening.

24.3 If all envelopes are not sealed and marked as required, the NG-CDF Board will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

25 Deadline for Submission of Tenders

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

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

26 Late Tenders

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

27 Withdrawal, Substitution, and Modification of Tenders

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

- a) prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the NG-CDF Board prior to the deadline prescribed for submission of Tenders, in accordance with ITT23.

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

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

28 Tender Opening

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

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

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

- 28.4 Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.
- 28.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders, and indicating whether there is a modification; the presence or absence of a Tender Security or Tender-Securing Declaration; and any other details as the NG-CDF Board may consider appropriate.
- 28.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the NG-CDF Board attending Tender opening in the manner specified **in the TDS**.
- 28.7 The NG-CDF Board shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
- 28.8 The NG-CDF Board shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot if applicable, including any discounts;
 - c) Any alternative Tenders; and
 - d) The presence or absence of a Tender Security or a Tender-Securing Declaration.
- 28.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

29 Confidentiality

- 29.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 29.2 Any effort by a Tenderer to influence the NG-CDF Board in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 29.3 Not with standing ITT 27.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the NG-CDF Board on any matter related to the Tendering process, it should do so in writing.

30 Clarification of Tenders

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

31 Deviations, Reservations, and Omissions

- 31.1 During the evaluation of Tenders, the following definitions apply:
- a) “Deviation” is a departure from the requirements specified in the tendering document;
 - b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

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

32 Determination of Responsiveness

- 32.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.
- 32.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;
 - a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or
 - ii) Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 32.3 The NG-CDF Board shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.
- 32.4 To be considered for Contract award, Tenderers must have submitted Tenders:
 - a) for which detailed Tender evaluation using the same standards for compliance determination as listed in ITT 29 and ITT 30.3 confirms that the Tenders are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the TDS ITT 35.8, the individual Subsystem, lot or slice Tender on; and are deemed by the NG-CDF Board as commercially and technically responsive; and
 - b) that offer Information Technologies that are proven to perform up to the standards promised in the tender by having successfully passed the performance, benchmark, and/or functionality tests the NG-CDF Board may require, pursuant to ITT 39.3.

33 Non-material Non-conformities

- 33.1 Provided that a Tender is substantially responsive, the NG-CDF Board may waive any nonconformity in the Tender that does not constitute a material deviation, reservation or omission.
- 33.2 Provided that a Tender is substantially responsive, the NG-CDF Board may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 33.3 Provided that a Tender is substantially responsive, the NG-CDF Board shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

34 Correction of Arithmetical Errors

- 34.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
- 34.2 Provided that the Tender is substantially responsive, the NG-CDF Board 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, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

35 Conversion to Single Currency

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

36 Margin of Preference and Reservations

- 36.1 A margin of preference on local contractors may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/ threshold specified in the Regulations.
- 36.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 36.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 34.4.
- 36.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by the authority to be specified in the **TDS**, a NG-CDF Board shall ensure that the invitation to tender specifically indicates in the **TDS** that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

37 Evaluation of Tenders

- 37.1 The NG-CDF Board 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 NG-CDF Board shall determine the Best Evaluated Tender.
- 37.2 To evaluate a Tender, the NG-CDF Board shall consider the following:
 - a) Price adjustment due to discounts offered in accordance with ITT 14.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;
 - c) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

38 Preliminary Examination

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

39 Technical Evaluation

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

- a) Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;
- b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the tender;
- c) achievement of specified performance criteria by the Information System;
- d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the tender;
- e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;
- f) any other relevant technical factors that the NG-CDF Board deems necessary or prudent to take into consideration;
- g) any proposed deviations in the tender to the contractual and technical provisions stipulated in the tendering documents.

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

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

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

40 Financial/ Economic Evaluation

40.1 To evaluate a Tender, the NG-CDF Board shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 26.8; excluding provisional sums and contingencies, if any, but including Day work items, where priced competitively.
- b) Price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 33; and
- d) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

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

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

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

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

41 Comparison of Tenders

41.1 The NG-CDF Board shall compare all substantially responsive Tenders in accordance with ITT 35.6 to

determine the lowest evaluated cost.

42 Abnormally Low Tenders and Abnormally High Tenders

- 42.1 An Abnormally Low Tender is one where the Tender price in combination with other constituent elements of the Tender appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 42.2 In the event of identification of a potentially Abnormally Low Tender, the NG-CDF Board shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 42.3 After evaluation of the price analyses, in the event that the NG-CDF Board determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the NG-CDF Board shall reject the Tender.

Abnormally High Tenders

- 42.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the NG-CDF Board is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 42.5 In case of an abnormally high price, the NG-CDF Board shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The NG-CDF Board may also seek written clarification from the tenderer on the reason for the high tender price. The NG-CDF Board shall proceed as follows:
- If the tender price is abnormally high based on wrong estimated cost of the contract, the NG-CDF Board may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - If specifications, scope of work and/ or conditions of contract are contributory to the abnormally high tender prices, the NG-CDF Board shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 42.6 If the NG-CDF Board 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 NG-CDF Board shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

43 Unbalanced or Front-Loaded Tenders

- 43.1 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front loaded the NG-CDF Board may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the tendering document.
- 43.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the NG-CDF Board may: -
- Accept the Tender; or
 - If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or
 - Reject the Tender.

44 Eligibility and Qualification of the Tenderer

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

- 44.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 15.
- 44.3 Unless otherwise specified in the **TDS**, the NG-CDF Board will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the **TDS** the NG-CDF Board may carry out such tests as detailed in the **TDS**.
- 44.4 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the NG-CDF Board shall proceed to the next lowest evaluated cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
- 44.5 The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Best Evaluated Tender for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a Form of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
- 44.6 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the NG-CDF Board determine if this condition is met shall be provided in for this purpose is be provided in "*SECTION III- EVALUATION AND QUALIFICATION CRITERIA*."

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

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

F. AWARD OF CONTRACT

46 Award Criteria

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

The NG-CDF Board shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender

- a) When **rated criteria are used**: The Tenderer that meets the qualification criteria and whose Tender:
 - i) Is substantially responsive; and
 - ii) Is the Best Evaluated Tender (i.e. the Tender with the highest combined technical/ quality/ price score); or
- b) When **rated criteria are not used**: The Tenderer that meets the qualification criteria and whose Tender has been determined to be:
 - i) Most responsive to the tendering document; and
 - ii) The lowest evaluated cost.

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

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

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

- 48.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the NG-CDF Board shall issue a Notification of Intention to Enter into a Contract/ Notification of award to all tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;
 - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
 - d) the expiry date of the Standstill Period; and
 - e) instructions on how to request a debriefing and/ or submit a complaint during the standstill period;

49 Standstill Period

- 49.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 49.2 Where a Standstill Period applies, it shall commence when the NG-CDF Board has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

50 Debriefing by the Procuring Entity

- 50.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the NG-CDF Board for a debriefing on specific issues or concerns regarding their tender. The NG-CDF Board shall provide the debriefing within five days of receipt of the request.
- 50.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

51 Letter of Award

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

52 Signing of Contract

- 52.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the NG-CDF Board shall send the successful Tenderer the Contract Agreement.
- 52.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 52.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.
- 52.4 Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

53 Performance Security

- 53.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the performance security in accordance with the General Conditions, subject to ITT 43.2 (b), using for that purpose the Performance Security Form included in Section X,

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

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

49 Publication of Procurement Contract

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

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

50. Adjudicator

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

51. Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Information System 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.

[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process].

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The reference number of the Request for Tenders is: NGCDFB/ONT/010/2023-2024 The NG-CDF Board is: NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD The name of the ITT is: SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED NGCDF BOARD ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR A PERIOD OF THREE YEARS WITH EFFECT FROM 2023/2024 FINANCIAL YEAR. The number and identification of lots (contracts) comprising this ITT is: 1: {ONE}
ITT 2.1 (a)	Electronic – SHALL NOT BE APPLICABLE
ITT 2.2	The Intended date commencing providing the Enterprise Resource Planning Solution is 28th March, 2024 and will be Three (3) years period.
ITT 4.1	Maximum number of members in the JV shall not be applicable N/A
ITT 4.9	The NG-CDF Board may require tenderers to be registered with ICTA _____
B. Tendering Document	
ITT 8.1	i) The Tenderer will submit any request for clarifications in writing at the Address procurement@ngcdf.go.ke to reach the NG-CDF Board not later than 7 (Seven) days prior to the deadline for the submission of tenders. ii) The NG-CDF Board shall publish its response at the website www.ngcdf.go.ke
ITT 8.2	Web page: www.ngcdf.go.ke and/or www.tenders.go.ke
ITT 8.4	(A) A pre-arranged pretender site visit shall not take place.
C. Preparation of Tenders	
ITT 13.1 (k)	The Tenderer shall submit with its Tender the following additional documents: All duly completed, signed and stamped mandatory tendering forms under section IV
ITT 15.1	Alternative Tenders are not permitted.
ITT 15.2	Alternatives to the Time Schedule NOT permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Information System: NOT Permitted
ITT 17.2	Prequalification “has not” been undertaken.
ITT 18.3	In the interest of effective integration, cost-effective technical support, and reduced re-

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: N/A
ITT 19.2	The Tenderer must state tender Recurrent Cost Items
ITT 19.2 (a)	The Tenderer <i>[insert “must” or “must not”]</i> tender for contracts of Recurrent Cost Items not included in the main Contract. (N/A) .
ITT 19.5	The Incoterms edition is: (N/A)
ITT 19.6	Named place of final destination (or Project site) is: _Harambee Sacco Plaza Building 10th Floor
ITT 19.8	ITT 17.8 is modified as follows: ‘ <i>There is no modification to ITT 17.8</i> ’]
ITT 19.9	The prices quoted by the Tenderer “shall not be subject to adjustment during the performance of the Contract. The Tender price shall be adjusted by the following factor (s): Kenya currency
ITT 20.1	The Tenderer is required to quote in the Kenya currency , the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 21.1	The Tender validity period shall be 212 days from the date of tender opening
ITT 22.1	A Tender Security “shall be” required of Kenyan Shillings 10,000,000 (Ten Million Shillings Only) or equivalent of in a freely convertible currency in form of cash, a bank guarantee, a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority and a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya. The validity of the bid security shall be 212 days from the date of submission.
ITT 22.3 (v)	Other types of acceptable securities are Not Applicable
ITT 23.1	In addition to the original of the Tender, the number of copies is: One (1) Copy of Original
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: The power of Attorney. The name and the position held by each person signing the authorization must be typed or printed below the signature.
D. Submission and Opening of Tenders	
ITT 25.1	For Tender submission purposes only, the Procuring Entity’s address is: National Government Constituencies Development Fund Board Attention: Chief Executive Officer Postal Address: 46682-00100, Nairobi Physical Address: The Procurement office, Harambee Sacco Plaza, 10th Floor, along Haile Selassie Uhuru Way junction Nairobi
ITT 25.1	The deadline for Tender submission is: 20th February, 2024 at 10:00 am Tenderers shall not have the option of submitting their Tenders electronically.
ITT 28.1	The Tender opening shall take place at: Physical Address: The Boardroom, Harambee Sacco Plaza, 10th Floor, along Haile Selassie Uhuru Way junction Nairobi Postal Address: P.O Box 46682-00100 Nairobi Date: 20th February, 2023 at 10:00a.m
ITT 28.1	The electronic Tender opening procedures shall Not be applicable
ITT 28.6	The Form of Tender and Price Schedules shall be initialed by Four (4) representatives of the NG-CDF Board conducting Tender opening.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

E. Evaluation, and Comparison of Tenders	
ITT 33.3	The following criteria in Table 1: Summary of the Evaluation Criteria , will be used in evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and suitability of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.
ITT 35.1	The currency shall be Kenyan Shillings .
ITT 36.2	Margin of Preference shall not apply .
ITT 40.2 (b)	Tenderers shall <u>not be allowed</u> to quote separate prices for different lots (contracts for Subsystems, lots, or slices of the overall Enterprise Resource Planning System) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
ITT 44.3	As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks prior to Contract award: <i>A Post Prequalification due diligence may be carried out at reference sites provided by the bidder.</i>
ITT 46.1	The award will be made on the basis of rated criteria pursuant to ITT 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria subject to due diligence.
ITT 50.1	The Adjudicator proposed by the NG-CDF Board is PPRA. The hourly fee for this proposed Adjudicator shall be as prescribed. The biographical data of the proposed Adjudicator is as at www.ppra.go.ke .
ITT 51.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint in writing to complaints@ppra.go.ke In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1 General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- 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.
 - Value of single contract- Exchange rate prevailing on the date of the contract signature.
 - Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This Section contains all the criteria that the NG-CDF Board shall use to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The NG-CDF Board should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.
- 1.3 Multiple Contracts; multiple contracts will be permitted in accordance with ITT35.6. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The NG-CDF Board will select one Option of the two Options listed below for award of Contracts.

OPTION 1

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

2 Evaluation and contract award Criteria

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

3 Preliminary examination for Determination of Responsiveness

The NG-CDF Board 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.

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

TECHNICAL EVALUATION

The Criteria, sub-criteria, and point system for the evaluation of the Tenders Proposal on meeting the Procuring Entity's Requirements: *[Note to Procuring Entity: Allocation of points shall be within the range provided for each criteria and sub-criteria]*

Points

- i) Specific experience of the Tenderer, as a firm, relevant to the provision of IT systems: [0-5]
- ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Procuring Entity's Requirements:
 - a) Technical approach and methodology [Insert points]
 - b) Work plan [Insert points]
 - c) Organization and staffing [Insert points]

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

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

iii) Conformity to Technical Specifications

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

- a) Functional, Architectural and Performance Requirements, including suitability of the Information System offered. [Insert points]
- b) Service Specifications – Supply & Install Items, including achievement of specified performance criteria by the Information System. [Insert points]
- c) Technology Specifications–Supply & Install Items. [Insert points]
- d) Testing and Quality Assurance Requirements. [Insert points]
- e) Service Specifications– Recurrent Cost Items. [Insert points]
- f) Implementation Schedule. [Insert points]
- g) System Inventory. [Insert points]

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

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

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

- a) PositionK-1: [Team Leader] [Insert points]
- b) PositionK-2: [Insert position title] [Insert points]
- c) PositionK-3: [Insert position title] [Insert points]
- d) PositionK-3: [Insert position title] [Insert points]
- e) PositionK-3: [Insert position title] [Insert points]
- f) ETC.

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

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

- a) General qualifications (general education, training, and experience): *[insert weight between 10 and 30%]*
- b) Adequacy for the Contract (relevant education, training, experience in the sector or similar assignments): *[insert weight between 60 and 70%]*
- c) Relevant experience in the Kenya (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): *[insert weight between 0 and 10%]*

Total weight: 100%

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

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

- a) *Relevance of training program* *[Insert points]*
- b) *Training approach and methodology* *[Insert points]*
- c) *Qualifications of experts and trainers* *[Insert points]*

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

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

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

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

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

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

FINANCIAL EVALUATION

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

5 Tender Evaluation (ITT 35.5)

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

- i) **Time Schedule:** time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: No credit will be given for earlier completion. Tenders offering a completion date beyond the maximum designated period shall be rejected.
- ii) **Alternative Technical Solutions for specified parts of the Works, if permitted** under ITT 13.4, will be evaluated as follows: _____
- iii) **Other specific additional criteria-** if permitted under ITT 36.5 (f) the relevant evaluation method, if any, shall be as follows:

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

- ii) *Hardware maintenance*
- iii) *Software licenses and updates*
- iv) *Technical services*
- v) *Telecommunication services, and*
- vi) *Other services (if any).*

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

6 **Alternative Tenders (ITT13.1)**

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

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

7 **Apply Margin of Preference**

- 7.1 If the TDS so specifies, the NG-CDF Board will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 7.2 Contractors for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- 7.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
 - i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 7.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, at tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group 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.

8 **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

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

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

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

b) **Pending Litigation**

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

c) **Litigation History**

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

9 QUALIFICATION FORM

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

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

Item No.	Qualification Subject	Qualification Requirement to be met	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
11	2.3.2 Average Annual Turnover	Minimum average annual turnover of _____ Kenya Shillings equivalent, calculated as total certified payments received for contracts in progress or completed, within the last _____ () years	Form FIN –2.3.2	
12	2.3.3 Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: Minimum of _____ Kenya Shillings equivalent.	Form FIN –2.3.3	
13	2.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last _____ [____] years prior to the applications submission deadline.	Form EXP-2.4.1	
	2.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV ² member, sub-contractor, in at least _____ (____) contracts within the last _____ (____) years, each with a value of at least _____ (____), that have been successfully and substantially completed and that are similar to the proposed Information System. <i>[Specify minimum key requirements in terms of physical size, complexity, methods, technology and/or other characteristics from those described in Section VII, Procuring Entity's Requirements]</i>	Form EXP 2.4.2	

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

10.**Personnel**

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

No.	Position	Information System Experience <i>[Specify specific experience requirement for the key positions]</i>
1		
2		
3		
...		

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

11. Subcontractors/vendors/manufacturers

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

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

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

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

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

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

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

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

To: [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been debarred by the Authority based on execution of a Tender-Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 4.8;
- d) **Conformity:** We offer to provide design, supply and installation services in conformity with the tendering document of the following: [insert a brief description of the IS Design, Supply and Installation Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]
[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 ITT 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Laws of Kenya or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.7];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- Name of the Tenderer:** **[insert complete name of person signing the Tender]*
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from www.pppra.go.ke during the procurement process and the execution of any resulting contract.
- r) **Beneficial Ownership Information:** We commit to provide to the NG-CDF Board the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form

of fraud and corruption.

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

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

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

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

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

(1) TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

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

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

(i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

(iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the NG-CDF Board 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 NG-CDF Board 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 NG-CDF Board 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 NG-CDF Board 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)

1) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name _____

Title _____

Date _____

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

③ SELF-DECLARATION FORMS

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

4) **APPENDIX 1 - FRAUD AND CORRUPTION**

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Section 66 of the Act describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:
- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - iv) The voiding of a contract by the NG-CDF Board under subsection (7) does not limit any legal remedy the NG-CDF Board may have;
 - v) An employee or agent of the NG-CDF Board or a member of the Board or committee of the NG-CDF Board who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - vii) If a person contravenes sub section (1) with respect to a conflict of interest described in sub section (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 2.2 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processor the exercise of a contract to the detriment of the NG-CDF Board or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the NG-CDF Board of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Act and the Regulations, the NG-CDF Board may recommend to PPRA for sanctioning and debarment of a firm or individual, as applicable under the Act and the Regulations;
- e) Requires that a clause be included in the tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/ will not engage in any corrupt or fraudulent practices.

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

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

PRICE SCHEDULE FORMS

Notes to Tenderers on working with the Price Schedules

1.1 General

The Price Schedules are divided into separate Schedules as follows:

- a Grand Summary Cost Table
- b Supply and Installation Cost Summary Table
- c Recurrent Cost Summary Table
- d Supply and Installation Cost Sub-Table (s)
- e Recurrent Cost Sub-Tables (s)
- f Country of Origin Code Table
- g. Post Implementation Cost Table

[insert:]

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

2. Pricing

- 2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.
- 2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.
- 2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The NG-CDF Board will correct any arithmetic error in accordance with the provisions of ITT 32.
- 2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT 18.2, no more than two foreign currencies may be used.

1. Grand Summary Cost Table

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

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

2. Supply and Installation Cost Summary Table

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

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

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

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

3. Recurrent Cost Summary Table

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

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

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

Name of Tenderer: _____

Date _____

Authorized Signature of Tenderer: _____

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

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

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

				Unit Prices / Rates				Total Prices			
				Supplied Locally	Supplied from outside Kenya			Supplied Locally	Supplied from outside Kenya		
Component No.	Component Description	Country of Origin Code	Quantity	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert foreign currency B]</i>	<i>[insert: local currency]</i>	<i>[insert: local currency]</i>	<i>[insert: foreign currency A]</i>	<i>[insert: foreign currency B]</i>
X.1	_____	--	--	--	--	--	--				
Subtotals (to <i>[insert: line item]</i> of Supply and Installation Cost Summary Table)											

Note: -- indicates not applicable

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer: _____

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

Lot number: [if a multi-lot procurement, insert: **lot number**, otherwise state “**single lot procurement**”] Line item

number: [specify: **relevant line item number from the Recurrent Cost Summary Table**– (e.g., y.1)] Currency:

[specify: **the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed**]

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

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

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

Name of Tenderer: _____ Date: _____

Authorized Signature of Tenderer: _____

[illegible]

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE

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

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

2 Form ELI-1 Tenderer Information Form

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

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

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

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

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

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

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

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

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

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

alternative] Page _____ of _____ pages

1. Tenderer's Name: <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. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the NG-CDF Board in accordance with ITT 4.6. ☐ Included are the organizational chart and a list of Board of Directors

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

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

Tenderer's Legal Name: _____ Date: _____

JV member Legal Name: _____

ITT No.: _____

Age of _____ pages

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

5. Form EXP - 1 Experience – General Experience

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

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

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

6. Form EXP – 2 Specific Experience

Tenderer's Legal Name: _____
JV Member Legal Name: _____

Date: _____
ITT No.: _____

Page _____ of _____ pages

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

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

Tenderer's Legal Name: _____
JV Member Legal Name: _____

Page _____ of _____ pages

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

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

Name of Tenderer or partner of a Joint Venture.

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

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

9 Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No. _____

Page _____ of _____ pages

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

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

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

- Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

10. Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

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

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

11. Form F-3 Financial Resources

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

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

12 Personnel Capabilities

i) Key Personnel

Name of Tenderer or partner of a Joint Venture

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

1.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	<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>
2.	Title of position: ...	
	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>
3.	Title of position: ...	
	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>
4.	Title of position:	
	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>
6...	Title of position:	
	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>

ii) Candidate Summary

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

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

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

iii) Technical Capabilities

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

iv) Manufacturer's Authorization

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

Invitation for Tenders Title and No.: _____ [NG-CDF Boardinsert: **ITT Title and Number**]

To: _____ [NG-CDF Boardinsert: **Procuring Entity's Officer to receive the Manufacture's Authorization**]

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

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

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

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

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

(where appropriate)]

v) Subcontractor's Agreement

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

Invitation for Tenders Title and No.: _____ [NG-CDF Board insert: **ITT Title and Number**]

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

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

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

Signed _____ Duly authorized to sign the authorization for and on

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

Dated this _____ [insert: **ordinal**] day of _____ [insert: **month**], _____ [insert: **year**].

[add Corporate Seal (where appropriate)]

vi) List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

13 Intellectual Property Forms

Notes to Tenderers on working with the Intellectual Property

Forms

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

i) Software List

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

ii) List of Custom Materials

Custom Materials

14 Conformance of Information System Materials

I) Format of the Technical Tender

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

- a) The Tenderer's Preliminary Project Plan, including, but not restricted, to the topics specified in the TDS ITT 16.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of the NG-CDF Board and any other involved third parties in System supply and installation, as well as the Tenderer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- b) A written confirmation by the Tenderer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- c) Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

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

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

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

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

- d) Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely tender evaluation and contract award, Tenderers are encouraged not to overload the supporting materials with documents that do not directly address the Procuring Entity's requirements.
- e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.

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

ii) Technical Responsiveness Checklist (Format)

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of__under Request for Tenders No._____(“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER - SECURING DECLARATION FORM {r 46 and 155(2)}

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

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

Tender No.: [insert number of tendering process]

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

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

Signed:

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

Name:

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

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

Seal or stamp



PART 2 – PROCURING ENTITY'S REQUIREMENTS

SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING COMMISSIONING AND MAINTENANCE OF AN INTEGRATED NG-CDF BOARD ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION

TERMS OF REFERENCE

1.0 INTRODUCTION

The purpose of this document is to set the Terms of Reference for the implementation of an upgraded, enhanced and integrated NG-CDF Board Projects and Enterprise Resource Planning (ERP) solution. It seeks to clarify the solution requirements in the Board at three levels; Board Headquarters, Regions and NG-CDFCs, and generate an understanding by both parties to the solution development agreement resulting from the request for proposal. The implementation will be done in phases based on the agreement between the Board and the successful bidder.

1.1 THE NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND

The National Government Constituencies Development Fund (NG-CDF) is a Fund established in 2003 through an Act of Parliament, the CDF Act, 2003. The Act was later reviewed by the CDF (Amendment) Act 2007, and repealed by CDF Act, 2013. Currently, the Fund operates under NG-CDF Act, 2015 ([Amended 2023](#)). The main purpose of the Fund (Section 3(a)–(p) of the Act) can be summarised as a mechanism to drive community level impact programmes that are complementary to the national government functions (Section 24(a)), contributing to equitable socio-economic development (Section 24(b)) countrywide – in all the 290 constituencies.

The Fund is managed by the National Government Constituencies Development Fund Board (NG-CDF Board)-Section 14 (1) – (2), which derives its mandate from Section 16 of the NG-CDF Act of 2015. The Board, among others, “encourages best practices in the implementation of projects”. This means, the Board provides a mechanism for efficient and effective management of resources given to the NG-CDF. This includes projects identification and planning, pre-feasibility and feasibility, selection of projects for budgeting, implementation and monitoring, evaluation and reporting, closure, sustainability, and ensuring value for money and optimal use of public resources.

The NGCDF Board operations are spread across the country in 290 Constituencies with the secretariat located in Nairobi. The functions of each of the 291 sites are semi-autonomous with consolidated reporting at the head office.

Over the years, (2003 – 2023), the Fund has been allocated upto KES518 Billion which has been channeled to various constituencies for implementation of projects covering the following programmes;

- 1) Learning and Security Infrastructure Development: The main focus has been;
 - a) Education Infrastructure: These include learning facilities such as classrooms, dormitories, laboratories, school administration blocks, with necessary equipment to make them functional, etc.
 - b) Security Infrastructure: Projects funded under this sector include police stations and police posts, police staff houses, chiefs’ camps and fencing, etc., to improve community security.
- 2) Emergency Interventions: As defined in Section 8(1)-(3), these are urgent, unforeseen needs for expenditure for which it is in the opinion of the NG-CDFCs that it cannot be delayed until the next financial year without harming the public interest of the constituents.
- 3) Sports Program: In Section 25(8), Sports activities were considered as development projects, excluding cash awards. Note that NG-CDF (Amendment) Act, 2023 amended by deleting this section. The Fund will no longer fund sports activities. The system will not therefore include sports.
- 4) Environmental Program: In Section 25(10) Environmental activities are considered as development projects. NG-CDF (Amendment) Act, 2023 amended this section, which now reads: *Climate change mitigation activities including afforestation, reafforestation, grassroot sensitization and tree seedling production may be considered as development projects for purposes of this Act provided that the allocation to such activities does not exceed five per centum of the total allocation to the constituency in that financial year.*”

- 5) Social Security Programs: Covering education bursary schemes education days, teaching and learning activities and other learners' social support programmes and healthcare financing for the vulnerable persons. (Section 48A of the Act),
- 6) Best Practices. A mechanism to encourage best practices in implementation of projects as provided for in Section 16(f) of the NG-CDF Act, 2015; embracing the principle of community participation, social inclusion, environmental sustainability, excellence in quality of project implementation, innovations, and adherence to pertinent laws and government policies and guidelines.
- 7) Constituency Committee Office Projects – defined as development projects (Section 25(5)), including appropriate furniture and equipment for the offices; administration, recurrent expenses of vehicles, equipment and machinery.

The Board therefore seeks to improve efficiency in its operations by Installation, Implementation, Testing, Training, Commissioning and maintenance of an Integrated NG-CDF Board Enterprise Resource planning (ERP) Solution. This will entail the full automation of all NGCDF operations and will include upgrading, enhancing and integrating the existing solutions. The Solution shall enhance the capability of the Board to efficiently manage its operations centrally and in real time while integrating them to other government systems.

1.2 CURRENT ICT ENVIRONMENT

The Board is currently running the following systems at the head office with which the new solution shall be required to upgrade and integrate for purposes of exchanging information

	System	Description
1	Systems and Applications	1. On premise PHP and MySQL web-based application system accessible to the 290 constituencies, 10 regional offices and the secretariat staff for management of NGCDF projects. 2. Microsoft dynamics Navision Finance and accounts management system 3. Share point Registry management system 4. ASP based Vote Book Management System at the constituencies 5. Microsoft 365 6. MDaemon Email system 7. Integrated personnel Payroll system 8. ASP based Fixed asset management system 9. PHP based enterprise risk management system 10. IFMIS funds disbursement system 11. Play store mobile and USSD code
2	Operating systems	Operating Systems 1. Windows Server 2008 R2 Enterprise 2. Windows 11 3. Windows 10 4. Windows 7 5. Ubuntu Server (NG-CDF MIS)
3	Internet	Internet bandwidth of 26MBPS & 40 MBPS

	System	Description
		Two links 1. Primary link (Safaricom) 26MBPS 2. Secondary Link (Dimension Data)–40MBPS
4	Network	1. Local Area Network (LAN)/ Wireless Area 2. Network (WLAN) – Covers all offices in Harambee and Ukulima Buildings 3. MPLS (Multiprotocol Label Switching) Wide 4. Area Network 5. Telephony – 6. PBX (private branch exchange), SIP (Session Initiation Protocol) and VoIP (Voice over IP)Karel, Asterisk PBX
5	Security	Firewall and Antivirus Software • Sophos Firewall XG310 • Kaspersky Endpoint Security
6	Website	www.ngcdf.go.ke

2.0 PURPOSE OF THE REQUEST FOR ERP SOLUTION

The Board requests the services of an ERP solution provider for an integrated NG-CDF Board Projects and Enterprise Resource Planning system with capability to link exchange data with other systems including constituency bank accounts, e-NIMES and other interested government systems. The ERP solution should support the following operational areas;

1. Programmes and Field Services (project management, project identification, project implementation and project funding)
2. Corporate Planning and Strategy (planning & performance management, monitoring & evaluation, risk management, research, statistics and best practice programme)
3. Finance and Accounting
4. Human Resources and Administration
5. Supply Chain Management
6. Corporate Communication
7. Registry
8. Legal Services
9. Internal Audit
10. General and IT administration

2.1 THE ERP PROJECT OBJECTIVES

The overall objective of the project is to improve efficiency and effectiveness of the Board's programmes management and business operations, both at the Board's Headquarters, 10 Regional levels and 290 constituency offices. Specific objectives are;

1. To acquire and implement a genuine licensed modern Fund Management Enterprise Resource Planning System (ERP). The ERP will be available to internal users at the main office, regional offices and constituencies and a web portal for external users.
2. To enhance automation of the Enterprise Business Processes in the Board.
3. To review, improve and integrate with existing systems in the Board and any key systems the Board contributes to, e.g., e-NIMES, Treasury and M&E systems, etc.

4. To enhance the ability to support management decision-making based upon access to accurate and timely projects, financial and operational information and reports from the ERP's business intelligence reporting tools.
5. To improve efficiency and minimize costs by providing flexible, integrated systems that eliminate the need for redundant data entry for effective operational control.
6. To meet the requirements of the Government's directive of a paperless organization.
7. To facilitate corporate communication and sharing of information electronically to improve all aspects of citizen service delivery.
8. To ensure that NG-CDF Board secretariat and all end users are suitably trained and equipped in the usage and support of the ERP.
9. To provide post implementation support services.

2.2 SPECIFIC OBJECTIVES

Integrate all NG-CDFB processes by;

1. Implementing a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the NG-CDF's operations/processes.
2. Reviewing of ALL the processes, workflows, and any other workflow which departments shall suggest during the implementation.
3. Automating all approvals and workflows through the system
4. Centralized implementation to enforce necessary controls and facilitate integrated end to end solution, accurate and timely reporting.
5. Dashboard capabilities to facilitate online status reporting and informed strategic management decisions.
6. Integrate with other existing systems e.g., IFMIS, Banks, e-NIMES, performance contract reporting portal and any other system that shall be found necessary for NG-CDFB operations.
7. Improve organizational productivity through the reduction of time spent on managing documents among others.
8. Provide periodical and ad hoc reports

2.3 EXPECTED ENTERPRISE RESOURCE PLANNING SOLUTION BENEFITS

The NG-CDF Board expects to use the proposed Enterprise Resource Planning (ERP) system to manage and streamline its business processes. The ERP system will integrate various functions and departments across the Board into a unified platform, providing real-time data and facilitating communication and collaboration among different business units. Specifically, the benefits will include;

1. **Integration:** ERP system will integrate various business processes and functions in the Board, such as projects planning and implementation, finance, human resources, supply chain, customer relationship management, etc, into a single cohesive system. This integration allows for seamless data flow and communication between different departments.

2. **Centralized database:** NG-CDF Board ERP system will use a centralized database to store and manage data from different business processes. This will ensure consistency and accuracy of information across the Board.
3. **Real-time updates:** ERP system will provide real-time data and updates, allowing the Board to make informed and timely decisions based on the latest information.
4. **Automation:** ERP system will automate repetitive tasks and standardize business processes, reducing manual effort and minimizing the risk of errors. This will lead to increased efficiency and productivity within the Board.
5. **Reporting and analytics:** the envisaged ERP system will include robust reporting and analytics tools that enable the Board to generate various reports and gain insights into their performance, helping them make data-driven decisions.
6. **Scalability:** ERP systems are designed to grow with the organization. They can scale to accommodate the changing needs and size of a business.
7. **Compliance:** ERP system will include features to help the Board comply with industry regulations and standards, ensuring legal and regulatory requirements are met.

2.4 SCOPE OF WORK

The scope of work entails but not limited to Supply, Installation, Implementation, Testing, Training, Commissioning and Maintenance of an Integrated NG-CDF Board Enterprise Resource Planning (ERP) solution covering the three operational levels of the NG-CDF Board:

- i) NG-CDF Board Headquarters,
- ii) 290 constituency offices
- iii) 10 Regional Offices.

A detailed requirements specification is outlined in the **System Requirements Specification Document**, which readers and users of this document will make reference to. However, the overarching scope of the project for all the three phases to completion is to detail processes that will enable automation for;

1. Planning and performance management (including strategic and annual planning)	11. Risk management
2. Projects management	12. Administration management
3. Best practice programme	13. Fleet management
4. M&E management	14. Document management
5. Projects complaints management	15. Corporation and Legal services management
6. Finance and accounting management	16. Internal audit management
7. Supply chain management	17. ESS portal (Employee self-service portal)
8. Human resource management	18. Risk Management
	19. ICT service management

- 9. Fixed assets management
- 10. Customer relationship management

- 20. Integration with third party applications

For the Board to get maximum benefit from implementing this system, the successful bidder will be expected to: -

- i) Study the current environment and Board's processes;
- ii) Evaluate the existing systems and get a detailed understanding of the current Board's operations;
- iii) System analysis in relation to the Board's functions and procedures;
- iv) Analysis of the hardware for the new system: Provide specifications to the Board on the appropriate hardware requirements for the system. This includes server hardware and other peripheral devices specifications that may be needed for the new environment.
- v) Development, installation, customization, configuration, testing and commissioning of the ERP system based on the proposed functionalities detailed in this document within 18 months and in phases.
- vi) The vendor will be required to supply, develop, install, configure, test, commission, maintain and support the ERP modules and apply adequate patches, upgrades, utilities and tools to achieve full functionality as will be specified by the client.
- vii) Preparation of a project proposal detailing implementation methodology, training plans, timelines and milestones.
- viii) Training of Trainers and Technical staff on the system. This shall entail imparting skills required to enable users be able to understand and have knowledge of the ERP system.
- ix) Technical training that will involve the provision of complete training of trainers on Administration of supplied ERP, system development and training on related software including databases.
- x) The vendor should streamline integration of ERP solution with the existing systems and SharePoint platform.
- xi) System data migration to the new system, test and implement the workflow solutions.
- xii) Supply and install the required licenses and renewal programme.
- xiii) Provide annual support and maintenance of the entire system for two years.
- xiv) Must be able to integrate with Microsoft Office suite like outlook, excel to collaborate effectively and share information.
- xv) Enable automatic offsite backup of the system.
- xvi) Supply the system's documentation in the form of installation media, user manuals and administration manuals.

3.0 GOVERNANCE AND RESPONSIBILITY

3.1 ORGANISATION AND MANAGEMENT OF PROJECT

The organisation and management of project will be handled at 4 levels: Control Level, Directional Level, Management Level and Delivery Level – as shown in figure below

1. Control Level – This will be Board level to provide policy directive.
2. Directional Level – This is the Project Steering Committee comprising the Board’s management, and will coopt the Lead Consultant to provide key input of project progress and fast-tracking.
3. Management Level will have two committees
 - a) Contract Management Level – This is the contract implementation team responsible for all procurement issues of the project.
 - b) Technical committee – This committee will be responsible for managing daily implementation of the project.
4. Delivery Level: This will be an extension of the technical committee which is the Project Manager and Support Team.

3.2 THE RESPONSIBILITY OF THE VENDOR

It is envisioned that the proposed solution will be customizable and shall meet the legal and operational environment requirements which defines the responsibilities of the vendor as described below.

- i) The Vendor shall work collaboratively with the Board’s project team to design, develop configure and install the system.
- ii) The vendor shall customize the solution as guided by the Steering Committee on the specific regulatory and operational requirements.
- iii) The vendor shall be required to submit the minimum specification for the type of hardware that can run the proposed solution.
- iv) The vendor shall provide all the software that will deliver the end-to-end solution.
- v) The vendor shall conduct technical knowledge transfer throughout the project implementation period by conducting on-site training to the Trainers, technical officers, system administrators and other designated members of the project team on the system.
- vi) The Vendor shall meet all the costs for meetings and workshops between themselves and the Project Team members including designated NG-CDFB Staff for specific periods (dates and duration to be identified in the detailed project plan).
- vii) The Vendor shall work closely with the NG-CDFB staff to transfer all technical, operational and maintenance knowledge regarding the overall solution, software, supporting services and licenses,

security components, etc. The knowledge transfer activities may also include the initial rounds of unit testing, integration testing and user acceptance testing.

3.3 PROJECT IMPLEMENTATION STEPS

The Project is organized in Seven (7) Steps as listed below:

- i) Step 1: Conducting feasibility, understanding the processes and developing the Project plan.
- ii) Step 2: Create user requirements blueprint and design the web-based prototype based on the blueprint.
- iii) Step 3: Development/customization and configuration of the system incorporating the user comments including testing of each module
- iv) Step 4: Preparation of the required hardware provided by NG-CDFB to ensure smooth implementation of the proposed software solution.
- v) Step 5: System installation, integration and implementation with other relevant systems, including end to end system testing.
- vi) Step 6: Provision of training to all the relevant groups in the NG-CDFB (Trainers, technical, administrators, and super users).
- vii) Step 7: Hand over and Provision of Application Maintenance and Support during warranty period.

All documentation to be delivered as part of this Contract must be in English and in soft copy and hard copy in Microsoft Word format.

3.4 DELIVERABLES AND ACCEPTANCE PROCESS IN EACH STEP

No.	Steps	Project Deliverables	Proof of Delivery
1.	Step 1	- Inception Report giving a detailed understanding of the assignment, Requirements Document, documenting the Processes and System Design Document (Blueprint) - Full detailed project plan including work plan & Gantt chart including resource requirements schedule	Certificate of Acceptance and Sign Off for System Design Document and project plan
2.	Step 2	- User Requirements Blueprint, proposed hardware and operating system requirements specifications. - Web-based Prototype based on the blueprint.	Certificate of Acceptance and Sign Off for Technical Architecture Document, Final Business Requirements Doc and prototype system
3.	Step 3	Development/customization and configured system Setup of necessary IT security measures incorporating the user comments including testing of each module	Certificate of Acceptance and Sign Off for the tested system report
4.	Step 4	- Test reports for each module - Hardware configuration ready for installation of the proposed software solution and operating	Certificate of Acceptance and Sign-Off for the Hardware configuration

No.	Steps	Project Deliverables	Proof of Delivery
		system. (Hardware will be provided by NG-CDFB)	
5.	Step 5	- Integrated System installation and implementation with other relevant systems, including end to end system testing reports - Test report for the integrated system (end to end) User Acceptance Test Cases/Scripts and UAT Plan - Approved UAT Report	Certificate of Acceptance and Sign Off for testing report and end to end functional testing report.
6.	Step 6	- Approved Training Plan - Provision of training to all the relevant groups in the (Trainers, technical, administrators and super users). - User and Training Manuals for the System - Operational Manuals for all Hardware and Software - User Manuals and Training Manuals for the System	Certificate of Acceptance and Sign Off for training documents
7.	Step 7	- Handover plan - Maintenance and Support plan for 24 months warranty period (potentially extendable for another six months) period.	Certificate of Acceptance and Sign Off for handover Maintenance documents
8.	Ongoing	- Bi-weekly Project Status Reports, Risk management report - Monthly Progress Reports for Steering Committee - Final project report - Warranty of 2 years i.e., user and system support.	Tickets and incident completion report

3.5 HARDWARE SPECIFICATIONS

Bidders should provide advice to the NG-CDFB in the scoping of hardware requirements to be provisioned for implementation of ERP solution.

3.6 TESTING PLAN

The Vendor should describe in details in their proposals the testing environment and methodology to be used prior to hand over the system for client User Acceptance Testing (UAT).

3.7 PROJECT PHASES

The delivery period for this project will be 18 Months.

Group 1: 15 Months	Group 2: 3 Months
1. Planning and Project management 2. M&E management 3. Best practice programme	1. Human Resource Management 2. Administration and Registry Management

Group 1: 15 Months	Group 2: 3 Months
4. Projects complaints management 5. Finance and Accounts management 6. Supply Chain Management 7. Integration with third party applications	3. Planning, Strategy and QMS 4. Research and Statistics 5. Litigation and Board Secretariat services management. 6. Fixed Asset Management 7. Documentation management 8. Communications and Customer Relationship Management 9. Fleet Management 10. Internal audit management 11. Risk Management 12. General and IT administration

4.0 NG-CDF BOARD PROCESSES

4.1 GENERAL REQUIREMENTS

Dashboard

The system should have a dashboard that clearly indicates alerts on transactions that are long overdue.

Concurrency

The system must be able to support 100 or more concurrent users regardless of the geographical locations. These clients should maintain autonomy to allow distributed processing.

Workflow Management

The system must support document movement within the system. The users must be notified through the push notification technology whenever there is a document to be worked on.

Importing /Exporting Data

The system should be able to import and export data to other applications especially MS Excel, MS Word, PDF, RTF, among other applications.

Data Migration

The system should provide capabilities of **AUTOMATICALLY** migrating data from other systems currently in use.

4.2 OTHER EXPECTATIONS

Number of Licenses

It is expected that the vendor will supply at least **100 CONCURRENT USER LICENSES**.

Training

Thorough training is expected to be conducted for Training of Trainers (TOT) and Technical Staff who will be expected to cascade the training to other staff/users. The bidder will provide to NG-CDFB a final system manual that is well detailed and it should be in soft copy. The bidder shall provide training to internal users that

will contain and not limited to the following: -

- i) Shall provide training to the internal users in the operational and technical aspect of the ERP application being rolled out.
- ii) Shall prepare the module specific training manuals and submit to the NGCDFB.
- iii) The knowledge transfer shall include initial and ongoing training and skills development, training materials, operations manuals, procedure manuals and deployment/installation guide.
- iv) Bidder shall ensure necessary environment setup, data creation to conduct end user training.
- v) Shall appoint trainers and organize training sessions on a timely basis and ensure that the attendance, performance evaluations are recorded from trainees.
- vi) Shall provide certificate to the trainees on successful completion of the training for using the ERP application.

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

	User Group	Type Training	No. of Sessions
1.	Executive Management	The New version of the ERP system with NGCDFB test data.	One (1) session before the system goes live and acceptance of the system by the top management.
2.	Train the Trainers (TOT)	Computer Literacy and hands on training to understand usage of all the features of the new product suite.	training workshop not less than 5 days
3.	Functional Users	Computer Literacy & ERP applications as per the module they each operate.	Hands on training minimum 5 working days
4.	Administrators	1. Database Management 2. Application Management 3. Troubleshooting of the system 4. Data Backup 5. Full access to codes	Training workshop minimum 10 working days. Self-paced ERP certification track with a reputable training institution.
5	All Departmental Employees	The New version of the ERP system with the NG-CDFB test data.	Not less than 2 days. To be done by the TOTs.

Implementation Schedule

The implementation schedule should be monitored in order to control unnecessary delays, implementation cost and monitor overall project progress. Clear time line of activities will be outlined, observed and reported.

Acceptance Test

It is expected that the details of acceptance tests and testing procedures to be undertaken in this stage of acceptance will be recorded and well documented;

- i) The Vendor should describe in details in their proposal the testing environment and methodology to

be used prior to handing over the system for client user acceptance testing (UAT). The Client expects the following test cycle to include:

- ii) Unit Testing: The vendor will carry out the unit testing in house to make sure each component and module of the system functions as designed.
- iii) Integration Testing: After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.
- iv) Load testing: Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.
- v) Recovery Testing: One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.
- vi) Security Testing: it is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection attack, XSS attacks etc. This will be done by using threat detection and vulnerability scanner software.

The following high level UAT testing approach will be carried out by the client (NGCDFB) prior to system acceptance and signoff:

- i) Usability Testing: The client will test the navigation between screens, user-friendliness and workflows of each of the screens. Against this, if deficiencies are identified the interface maybe redesigned during this testing phase based on feedback from the Client.
- ii) Functional Testing: A complete end to end functional testing cycle will run. During the functional test, actual processes, and all key services provided by Registry system will be tested against the business requirement, (end to end) to see if the system meets the requirements as described in the in the RFP document and stores data and generate reports properly.
- iii) Acceptance Testing: An end to end functional and quality of service (including security, performance and robustness) will be complete by NGCDFB prior to any system sign off.
- iv) UAT Test Script: The vendor will create the UAT test cases to cover a representative sample of cases and user scenarios. In each test case, write the manual test steps to be followed by the client's test team. The client will complete this set of tests in addition to their own developed test cases.

Documentation

During implementation, technical and user manuals for the ERP shall be provided containing sufficient details to allow the relevant staff to operate the system.

4.3 SCOPE OF IMPLEMENTATION WORK REQUIRED

1. The Scope of work entails and not limited to implementation of the following main elements at NG-CDFB HQs, 10 Regional Offices and 290 Constituencies as per the Specifications.
2. Upgrade, Enhancement, Support and Maintenance of the Enterprise Resource Planning and functionalities required.
3. Upgrade, Enhancement, Support and Maintenance genuine licensed OEM ERP Database System and related software utilities and add-ons

4. Delivery of Latest Genuine Microsoft Windows Server operating system compatible with the proposed ERP and Database system.
5. Supply of Licenses for Upgraded Database system and ERP Systems.
6. Project Implementation Services
 - a) Gap analysis report
 - b) Hardware requirements specifications
 - c) System design
 - d) Implementation and customization of various modules and reports
 - e) User Acceptance Testing (UAT)
 - f) Data Migration from current data formats
 - g) Training – For Trainers (TOT), Administrators and Super Users
 - h) Test & Live Implementation
 - i) Launch and Go Live hand holding support
 - j) System Documentation and User Manual Documents
 - k) Integration with existing systems
7. Provision of ERP Security, Backup and Replication server setup for Availability
8. Post Implementation Services
 - a) Annual Technical Support (ATS) for Application Software and Users (First 1 year must be provided as part of proposal)
 - b) Additional Customization, add-ons setup and upgrade rollout
 - c) Supply of additional Licenses for Packaged Solution Modules
 - d) Related Infrastructure Management
 - e) Warranty for the ERP System and Database system supplied

5.0 PROPOSAL EVALUATION

A Three (3) stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to financial proposals being opened and evaluated, namely;

1. Mandatory Requirements Evaluation – Stage 1 - Compliance with Mandatory Preliminary Requirements and Mandatory Technical requirements
2. Technical Evaluation – Stage 2 - Capacity to Deliver the Service
3. Financial Evaluation – Stage 3 - quoted prices

The bids evaluation committee shall evaluate the bids within 30 days from the date of opening.

1. Mandatory Requirements Evaluation – Stage 1 - Compliance with Mandatory Preliminary Requirements

	Requirements *(All copies attached must be certified by a Commissioner of Oaths as true copies of the original)	Pass/Fail
1	A Tender Security “shall be” required of Kenyan Shillings 10,000,000 (Ten Million Shillings Only) or equivalent of in a freely convertible currency in form of cash, a bank guarantee, a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority and a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, The validity of the bid security shall be 212 days from the date of submission.	
2	Copy of Certificate of Incorporation/Certificate of Registration.	
3	Attach Current CR12 Certificate CR12 issued not more than 12 Months from the date of closing the tender issued by Registrar of Companies	
4	Current Single Business permit/Trade License from the County government	
5	Copy of current tax compliance certificate valid at tender opening date (to be verified with KRA TCC Checker)	
6	Duly filled and signed Form of Tender	
7	Duly filled confidential Business Questionnaire (template provided in this tender document)	
8	Must have an average turnover of at least 300M in the last four (4) financial years (2022, 2021, 2020 & 2019) in the sale, supplies, and installation of IT systems to be supported by LPO/extracts from the contract and completion/GO LIVE certificate	
9	Provide a Certified, duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred from doing business with the Government of Kenya or any other jurisdiction (template provided in this tender document).	
10	Provide Audited financial statements for the last 3 years 2022, 2021, and 2020	
11	Evidence of partnership with vendor of the proposed solution	
14	Certification as an open-source application development firm in the proposed solution.	
15	Provide a certificate of registration from the office of the data protection commissioner for:	

	Requirements *(All copies attached must be certified by a Commissioner of Oaths as true copies of the original)	Pass/Fail
	i) Data Controller ii) Data Processor	
16	Attach Valid Authorization certificate from the product Developer/Solutions copyright holder/Manufacturer confirming Authorizing the bidder to submit a bid and commitment to offer guarantee and warranty as per the format provided.	
17	Attach Copy of Certificates or accreditations from ICT Authority for: i) ICTA 1: Cloud Computing ii) ICTA 1: ICT consultancy iii) ICTA 1: Systems and applications (Verification will be done online)	
18	Evidence of Physical location of the company/firm (title deed, lease agreements, utility bills)	
19	Fully conform to the technical responsiveness Checklist in Section IV, paragraph 4.8.3	
20	Must submit two (2) copies of the Tender Document, clearly marked original and copy.	
21	Clearly serialized tender/bid document and attachments (Tender standard binding format No Spiral Binding but tape bound) submitted in two copies labelled clearly "Original" and "Copy".	

** Tenderers bids will either be Responsive or Non- Responsive. Failure to Meet Any of the Above Mandatory Requirements will lead to Automatic disqualification

2. Mandatory Evaluation – Stage 2 – Mandatory Technical requirements

	MANDATORY TECHNICAL SPECIFICATION (TOTAL SCORE=YES/NO)	Bidder's response	Reference page in the document
MT1	The system to be developed must have a capability to be viewed in all operating systems and devices without distortion of information and user interface		
MT2	Scalability and Performance - One of the fundamental requirements of solution architecture to be provided by the vendor is its ability to scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution. It should provide for Scale-Up and Scale out on the Application, Web Servers, Database Servers, Application Integration Servers, and all other solution components.		
MT3	Availability - Solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures.		
MT4	Manageability – All the components of the system must be managed from a remote management station. Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device		

	MANDATORY TECHNICAL SPECIFICATION (TOTAL SCORE=YES/NO)	Bidder's response	Reference page in the document
	alerts/failure etc.		
MT5	Architecture- The system should support a multi-tier architecture with each tier fully independent. It should have the ability to integrate with Active Directory (for authentication) and e-mail system and also provide a flexible API for system integration and application development.		
MT6	The system should provide a modular facility for customization and management interface to meet specific functional requirements		
MT7	SECURITY		
	a) Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period		
	b) Different confidentiality settings for groups and individuals to be managed by the administrator.		
	c) Modern threat protection, customizable content controls and an intuitive web-based console		
	d) Configure Violations to warn users, block the files from being posted and/or replace the files with custom text.		
	e) The system must support extensive audit trails at folder/ aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, date and time. The system should ensure that the audit trails remain unalterable		
	f) Audit trail on Users, functions accessed with details of transactions posted to a secure log file.		
	g) Maintain Disk Storage of Audit Trail Log file (log password restricted)		
	h) Provide system's security driven by roles, so as to reduce the number of security profiles that need to be maintained		
	i) The system should have adequate data entry security controls, validation, check digit, etc.		
	j) Definable password security permission with read, update, add, delete and post.		
MT8	System integration		
	a) Seamlessly Integration with relevant existing systems and allow for future integration too.		
	b) The solution/interface needs to be integrated with the back-end government Systems, among others for effective transfer/retrieval of information to and from the backend application		
	c) Should support both Synchronous and Asynchronous communication (message exchange) with the backend business		

	MANDATORY TECHNICAL SPECIFICATION (TOTAL SCORE=YES/NO)	Bidder's response	Reference page in the document
	applications		
	d) The integration should enable Administrators to easily surface documents in the system, allowing them to:		
	i) Link to one or more individual documents selected from the system		
	ii) Create lists of documents based on specific selection criteria: e.g., library, folder or metadata		
	iii) Insert links to individual documents inside rich text areas		
	iv) Easily give access to documents in other systems by selecting libraries, for folders or individual files.		
	v) Allow users to edit and add documents directly to system		
MT9	Workflow		
	a) The bidder is to automate all the processes		
	b) Develop workflow for each of the processes and allow for proper management of the same. The workflow should be accessible anywhere.		
	c) The system should support authorized users to forward records/documents for approval in a predefined and flexible route.		
	d) Users in the workflow should be able to access the work items in their inbox and process them accordingly. These inboxes shall have the facility to categorize overdue work, pending work, all my work, work assigned, by filtering using the user login ID		
	e) The System should provide for hosting of commonly used forms and documents so that users can open, fill, sign and forward them for processing and online approval without printing them.		
	f) System should allow for digital signature for online approvals		
	g) Creation of different action codes (attributions) for different tasks with different automatic		
	h) Automatic alerts e.g., e-mail, Short Message Service etc. Or notification for pending work to officers		
	i) Clear overview in one window of all attributions to a person or to a department (reminders diary)		
	j) Search for persons/departments and their attributed, closed, open and overdue attributions		
	k) Version control for documents		
	l) The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path.		
	m) The system should support time and event-based reminders and automatic escalations to relevant user after specified time intervals pending work items, completed items, items pending with specific		

	MANDATORY TECHNICAL SPECIFICATION (TOTAL SCORE=YES/NO)	Bidder's response	Reference page in the document
	users etc.		
	n) The system should provide a facility for assigning tasks and deadlines for users in a work flow.		
	o) The system should provide for the change of deadlines based on user requirements		
MT10	Documentations		
	a) Provide technical documentation detailing how the system has been setup and how the various features will be utilized		
	b) Create backup and disaster recovery plan		
	c) Create documents and guides for day-to-day use of the system by end users		
	d) On-going support, user management and system administration		
	e) On-going maintenance of application and database server		
	f) Provide technical documentation detailing core integration		
MT11	Notifications The system should have a capability sending notifications to the relevant user/stakeholder		
MT12	Business continuity Ability to create scheduled backups of system data. System should allow different backups including daily, weekly among others, as well as remote backups, online backups and multiple backups and real-time replication		
MT13	Have multi-user capability: with many users logging in at the same time (Network operating systems and Database systems)		
MT14	The system be accessible over LAN and WAN using the most secure format.		
MT15	Run on Relational Database Management System Such as SQL, MySQL, Oracle, Sybase, or DB2.		
MT16	Provide Detailed Operational and Maintenance Manuals and On-line Reference Manual.		
MT17	Training Operators on daily operations of the system.		
MT18	Training IT staff on management and user support of the software.		
MT19	Capable of interfacing with the popular spreadsheets for production of ad hoc reports.		
MT20	Separation of business application system access and administration from that of Database Administration and Operating System access and administration.		
MT21	Extract, transform (where necessary) and load all existing finance and Human Resource and data from legacy automated systems, soft copy, printed files and other materials		

	MANDATORY TECHNICAL SPECIFICATION (TOTAL SCORE=YES/NO)	Bidder's response	Reference page in the document
MT22	Transactions made in one module should be transparent to other modules		
MT23	The system should be modular allowing phased implementation of additional modules.		
MT24	The system must be adaptable and scalable with changing technology		
MT25	A comprehensive work plan showing the scheduling of project tasks and resource allocation.		
MT26	A clear statement to offer warranty for a period of two years and post warranty support of at least three years.		
MT27	Vendors must have an existing helpdesk to provide 24X7 support for system to be offered by the bidder during the contract period		
MT28	Valid Manufacturer authorization letters from- the proposed OEM's/manufacturer confirming authorization of the bidder to submit a bid(Exemptions will be made where the OEM manufacturer is the one bidding, though evidence will be expected)		
MT29	Software licensing clearly stated including annual maintenance fees if any.		
MT30	Draft SLA attached in bid document		
MT31	The vendor should have the ability to streamline integration of ERP solution with existing system and SharePoint platform.		
MT32	The system should be user friendly, menu driven with extensive online help facilities.		
MT33	The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable the NG-CDFB accommodate future changes.		
MT34	Reports:		
	a. Have an ad hoc report writer that will enable NGCDFB to design and tailor existing reports to meet specific reporting requirements. b. Statutory and user defined reports and Queries for each module c. Any other report that may be required after commissioning of the system.		
MT35	Transaction Rollback After Crash, System Integrity Check for file and data corruption.		
MT36	Solution is web enabled and support XML and XHTML.		
MT37	Ability to integrate with existing email service		
MT38	Every subsystem/module should have an analytic dashboard and also have executive dashboard for senior management.		

**** Tenderers bids will either be Responsive or Non- Responsive. For every affirmative response, bidders will be required to state the page in their proposal that demonstrates or supports the response.**



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6.0 TECHNICAL EVALUATION

Stage 2: The Technical Evaluation (Capacity to Deliver the Service)

Qualification and Experience of the service provider

Interested Service Providers should have the following qualifications and experience;

	FIRMS EXPERIENCE	Max Marks
1	The firm should be an IT company and must have been in existence for at least 15 years (Reputation of the organization and staff, credibility, reliability, Industry standard and years of existence) 15 years and above = 5 Marks Below 15 Years = 0 Mark	5
2	Provide evidence of implementation of six (6) nationwide solutions for public institutions where the firm has provided implementation services for online integrated enterprise solutions for Financial, Strategic, Project Planning, Management, Monitoring & Evaluation or similar ERP solutions over the past years. Provide/Attach Completion certificate/the Contract/ LSO/ LPO showing dates, amounts of at least Kshs.100,000,000 (One Hundred Million Shillings Only) and client contact for each Institution listed above. Indicate the physical size, complexity, methods/technology or other characteristics (2.5 marks per contract of similar nature x 6 = 15 marks) NB: Reference checks will be carried out and the references must be contactable. Non-adherence to this will nullify the reference. Letters of award or recommendation letters will not be considered.	15
3	Partnership: Should be a certified partner in the proposed technology (Application development and ERP)	2
4	Must have undertaken system integration with other Government Information Systems e.g., Financial Management System etc., in the Public sector.	2
5	Conformance to technical requirements The solution will be evaluated on meeting the detailed objectives and specific deliverables. (Full compliance = 15 marks, Consideration based on clarity)	15
6	Detailed Methodology/Approach including; 1) The timelines provided in the work plan must be SMART and logically sequenced. Project Plan/work plan/ implementation schedule with a clear description of proposed project implementation framework -2Mks 2) Provided an appropriate approach for requirements gathering and validation -1Mk 3) Provided a detailed draft Service Level Agreement-1Mk 4) Provided an appropriate approach for Testing and piloting. Pre-	20

	FIRMS EXPERIENCE	Max Marks
	commissioning, Testing Plan and Data migration Plan including a 2 Years Post implementation support and maintenance schedule with a sample issues log – 2 Mks 5) Quality Management approach and methodology that will be used to ensure the system enhancements and support solutions provided are of expected quality and standards -2Mks 6) Provided an appropriate approach for training of all users-1Mk 7) Provided an appropriate approach for data Entry-1Mk 8) Provided a detailed Support & Maintenance Plan with incident resolution and regular patches and upgrades. -1Mk 9) Demonstrated how change management will engage the various stakeholders-1Mk 10) Provided an appropriate change request management plan-1Mk 11) Delivery and Installation plan for ERP software, Database system licenses and hardware if applicable and development including system customization and adequate licenses (at least 100 concurrent users)-2Mk 12) The proposed system has robust business intelligence and reporting tools-1Mk 13) Provided an adequate project management approach and tools-2Mk 14) Provided a draft hosting Infrastructure specification and diagrammatic layout for the system --2Mks	
7	Business Continuity, Backup and Development Instance The bidders should provide resilience mechanisms for the Solution detailing the business continuity aspects including backups and a development instance/test environment.	2
8	Financial Capability: a) Average Annual turnover of KES 300,000,000 in the last 3 years to be evidenced by Audited Accounts, for years 2022, 2021, and 2020	2
	b) Liquidity Ratio. Availability of Liquid assets and access to line of credit/other financial resources that prove your capacity to deliver [attach evidence]	2
9	KEY STAFF QUALIFICATION AND EXPERIENCE The service provider must have staff with the following qualifications:	
9.a	a) Team organization structure for delivering the assignment b) Post Go-live support structure	1
	Qualifications and Competence of the key Staff for the assignment Bidder must provide certified copies of certifications and CVs for the proposed resources and the CV must clearly demonstrate required experience.	
9.b	Project Manager /Team Leader (Above 7 Years- 3 Mks, else 1 Mk) <i>(3 Mks for meeting all the requirements and having more than 7 years of experience)</i> <i>1 Mk for meeting all the requirements and having 7 years of experience.</i> <i>0 Mks for not meeting any one (1) of the requirements.)</i>	3
	Must have a Master's Degree in Computer Science or any related field.	
	Professional certification in project management e.g., Project Management Professional (PMP) or Prince2 Certified.	

	FIRMS EXPERIENCE	Max Marks
	Must be certified in the proposed technology	
	Experience in implementing at least five (5) Online Integrated Planning, Management, Monitoring, and Evaluation Systems or ERP solutions as a project manager. Attach CV, testimonials, professional and academic certificates.	
9.c	Business Process Analyst (Above 5 Years- 3 Mks, else 1 Mks) <i>(3 Mks for meeting all the requirements and having more than 5 years of experience. 1 Mks for meeting all the requirements and having 5 years of experience. 0 Mks for not meeting any one (1) of the requirements.)</i>	3
	Bachelor's degree in Information Technology, Computer Science, Economics, Commerce, Project Management or any other relevant field.	
	Have a qualification in Public Investment Appraisal and Risk Analysis / Project Appraisal and Risk Management	
	Certification in Business analysis	
	Have experience of at least five (5) years as a Business Analyst.	
9.d	Financial consultant (Above 5 Years- 3 Mks, else 1 Mks) <i>(3 Mks for meeting all the requirements and having more than 5 years of experience. 1 Mks for meeting all the requirements and having 5 years of experience. 0 Mks for not meeting any one (1) of the requirements.)</i>	3
	Bachelor's degree in Commerce, Business or relevant field.	
	Certified professional accountant (CPA-K/ACCA/CFA or related certification from professional body)	
	MS Dynamics 365 core finance & operations certificate or Microsoft certified technology specialist Dynamics AX financials	
9.e	At least two (2) Senior Technical Consultants. <i>(3 Mks for both meeting all the requirements and having more than 5 years experience. 1 Mk if both meeting all the requirements and having 5 years of experience. 0 Mks for any not meeting any one (1) of the requirements.)</i>	3
	Bachelor's degree in Computer Science, Computer/Software Engineering or relevant field	
	Have at least 5 years' experience in implementing ERPs and in systems design, web application development specifically php & mysql and implementation., API development and implementation	
	Must have relevant certification in proposed technology	
	Must be proficient in the proposed technology, good analytical, problem solving and facilitating skills.	
9.f	Database Developer/Administrator (at least 1 No.) <i>(3 Mks for meeting all the requirements and having more than 5 years' experience. 1 Mks for meeting all the requirements and having 5 years of experience. 0 Mks for not meeting any one (1) of the requirements.)</i>	3
	BSc degree in computer science/IT or relevant field	
	Certification in Database Management Systems.	
	Have experience of at least 5 years in database management/ or in relevant field.	

	FIRMS EXPERIENCE	Max Marks
	Give references of at three similar the projects.	
9.g	At least two (2) Software developers (3 Mks for both meeting all the requirements and having more than 3 years experience. 1 Mk if both meeting all the requirements and having 3 years of experience. 0 Mks for any not meeting any one (1) of the requirements.)	3
	BSc degree in computer science/IT or relevant field	
	Certification in areas of system development	
	Experience of at least 3 years in web-based system design, development and implementation	
9.h	Geographical Information System (GIS) Technology Experts (at least 1 No.) (Above 3 Years- 3 Mks, else 1 Mks) (3 Mks for meeting all the requirements and having more than 3 years' experience. 1 Mks for meeting all the requirements and having 3 years of experience. 0 Mks for not meeting any one (1) of the requirements.)	3
	BSc degree in computer science/IT or relevant field	
	Certification in GIS technology, geomatics	
	Three (3) years' experience in technical design applications like ArcView GIS or ESRI extensions, AutoCAD or related GIS applications	
9.h	Network /security Expert (at least 1 No.) (Above 5 Years- 3 Mks, else 1 Mks) (3 Mks for meeting all the requirements and having more than 5 year's experience. 1 Mks for meeting all the requirements and having 5 years of experience. 0 Mks for not meeting any one (1) of the requirements.)	3
	BSc degree in computer science/IT or relevant field	
	Certification in computer networking certifications, such as CompTIA's Network+, Cisco, CCNA etc.	
	At least 5 years' experience in computer networking.	
	Bidders must attain the mark of 70 points to proceed to the next section of demonstration/Proof of Concept (POC).	90 marks
9	SYSTEM DEMONSTRATION	
	Bidder will be required to conduct demonstration at the Headquarters before the Evaluation Committee on the System's Functionalities and Technical capabilities of the listed modules. N.B - Bidders must carry their own computers and LCD Projector for demonstration. NGCDFB will provide a conference room Bidders will be scored on their system capacity to perform the following; - All Ten (10) Key Personnel's whose CVs and Documents have been submitted by the bidder for the purpose of qualifying for this tender MUST be present during the System Demonstration. (Replacement of this personnel shall not be allowed). The evaluation criteria is summarized below: - System is easy to use and has a clean interface, uses web-based technology and is mobile responsive -1Mk	10

	FIRMS EXPERIENCE	Max Marks
	II. Seamless end to end demonstration of entire scope of the project.c-2 Mks III. The demonstrated system has robust business intelligence and reporting features (across all modules) -1Mk IV. The demonstrated system supports integration to other systems (internal and external) - 3 Mks V. Demonstrate adequate security features 3 Mks	
	TOTAL MARKS	100%
	Pass mark	80%

7.0 FINANCIAL EVALUATION

Tenderers who score less than the required pass mark of 80% will be automatically disqualified.

Tenderers who pass the technical evaluation will be evaluated further.

8.0 DUE-DILIGENCE (PASS/FAIL BASIS)

The Board shall conduct due diligence to confirm and verify the qualifications of the bidder before the award.

9.0 GENERAL REQUIREMENTS OF THE SYSTEM

Key Table – Abbreviation used in General and Specific Functional Requirements

S/N	CODE	Process
1	G	General System Requirements
2	FIN	Finance and Accounting
3	PROG	NGCDF programmes management
4	IT	Information Technology
5	IA	Internal Audit
6	M&E	Monitoring and Evaluation
7	HR	Human Resource management
8	SC	Supply Chain
9	LS	Legal services
10	CPS	Corporate planning and strategy
11	QMS	Quality Management System
12	RM	Risk Management
13	CRM	Customer Relationship Management
14	FM	Fleet Management
15	BPP	Best practice programme

The General System Requirements provide the basic requirements that the system must possess. The requirements listed below are not exhaustive but will provide for the setup and operation of the system:

General Requirements

Insert the applicable choice in the right column (Response) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported. Please Note: Priority M=Must, S=Should and C=Could			
No.	Description of General system requirement	Bidder's response	Reference page in the document
	Graphical User-friendly interface.		
G1	Simple and Intuitive navigation between functions such as drop-down menu driven options for common/known data fields.		
G2	Auto email Facility		
G3	Automatic population of known fields to reduce data re-entry.		
G4	Ability to print any information displayed on a screen.		
G5	Data validation and error checking facility.		
G6	Ability for the system to set up various parameters that are user specific (data classifications, formulas).		
G7	Provide for a multi-currency facility transaction processing system.		
G8	Have a report generator facility allowing for the generation of standard and non-standard reports.		

Insert the applicable choice in the right column (Response) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported. Please Note: Priority M=Must, S=Should and C=Could

No.	Description of General system requirement	Bidder's response	Reference page in the document
G9	The system should be on service oriented architecture (SOA) and based on web technology standards; interoperable with open standards.		
G10.	The system should comply with international standards like GAAP and ISO		
G11.	The system should be proactive with in-build intelligence		
G12.	The system should interface with other applications		
G13.	The system must provide a facility for output/reports to be directed either to a printer, screen or file and have the following: i) Title/description; ii) Page numbering iii) End of report message iv) Default spooling where output size exceeds user v) defined limits		
G14.	Workflow configuration utility should be part of the ERP system		
G15.	Ability to handle versatile reporting queries from staff.		
G.16.	Generate standard and customized reports. Automatically refresh when the underlying data is changed.		
G17.	Ability to configure the layout of standard reports. Possibility to include the logos on a standard report?		
G18.	Ability to transform existing data in a report into a chart or graph.		
G19.	Ability to create every report in multiple formats: Word processor spreadsheets, PDF, html, xml and export to email.		
G20	Ability to schedule reports and print on queue as required.		
G21	Ability to predefine the generation of automatic reports for example weekly, bi-weekly, monthly, quarterly, annually.		
G22	Ability to easily setup user-defined (ad hoc) reports		
G23	System should have IFRS based report features		
G24	System Access and Security		
G25	Ability to set multiple levels of authorizations: - configure users based on roles and responsibilities.		
G26	Ability to allow for remote access to the System through a public IP via standard web browser.		
G27	(i) The system should support access by all types of devices; desktops, laptops, notebooks, tablets and Smartphones through a web browser.		

Insert the applicable choice in the right column (Response) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported. Please Note: Priority M=Must, S=Should and C=Could

No.	Description of General system requirement	Bidder's response	Reference page in the document
	(ii) System management and control through a restricted system administration level. (iii) The facility to control user access at the following levels/functions: a) User id/ password Systems Administration and Control of Application b) Screen /remotely c) Read/write/execute functions d) Department		
G28	The system must provide for security backup facilities to enable complete file restore and recovery.		
G29.	The System must have the capability of performing incremental backups without system downtime.		
G30.	The system must enable consistency and quality of data through the use of predefined tables of codes or other appropriate tools or processes.		
G31.	The system must have the ability to define validation rules between fields (inter-field validation) that are conditional based on the values entered. e.g., an end date is mandatory for every contract		
G32.	The system will be used by staff and other persons with varying skill levels. The system must be consistent in style and intuitive to use with natural and logical data entry and management processes.		
G33.	The application must be configurable so that a user, user group, or role is only able to access the areas of the system (organization units, menus, forms, fields) that have been authorized.		
G34.	The system must allow the creation of additional data fields within all areas of the application which allow: i. Data to be entered and validated ii. The use of drop-down lists of values iii. Application security and audit rules iv. Reference to screens and reports v. Data to be searched.		
G35.	The system must be able to: i. Maintain an audit trail on changes and modifications to any/all user-selected standard and additional data items ii. Permit verification reports and checks on locally-specified sensitive employee and payroll data iii. Provide audit reports based on user-determined selection and control parameters		

Insert the applicable choice in the right column (Response) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported. Please Note: Priority M=Must, S=Should and C=Could

No.	Description of General system requirement	Bidder's response	Reference page in the document
	iv. Archive and retrieve the audit data v. Produce payroll exception reports.		
G36.	The system must be able to provide simple, flexible but effective security of data at all levels in order that information can only be accessed by those with the authority to do so by: • Post • Levels in the organisation structure • Menu • Function • Screen/table • Field Level • Based on the content of a field e.g., pay grade.		
G37.	The system must have comprehensive online context-sensitive user help. Manuals must: • be provided in electronic format • be easy to read • be indexed and cross-referenced • Contain details of output screens, reports, system • commands, error messages, and corrective actions.		
G38.	Every screen must have easy identification of the data being displayed – e.g., Depending on screen and module -Employee Name and Number		
G.39.	With the exception of Employee Self-Service, any user of the system must not be able to amend their own HR or payroll record directly on the system without validation.		
G.40.	Ensure that duplicate records (i.e., multiple records for individuals where only one is required) are either prevented or quickly identifiable.		
G.41.	The system must enable users to access historic data: a) Hold and display a complete set of historic data items, chronologically within all functional areas e.g., post history, employment history b) Provision should be made for the transfer of data on employment history from existing systems c) Enable users to enter information after an event has occurred whilst storing that event in correct chronological order d) Enable access to that data on current and future releases of the software.		
G.42.	The system must comply with legal obligations in relation to data		

Insert the applicable choice in the right column (Response) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported. Please Note: Priority M=Must, S=Should and C=Could

No.	Description of General system requirement	Bidder's response	Reference page in the document
	protection, whilst allowing employees, as far as possible, to view their information securely on-line, e.g.: a) Applying policy on retention and disposal of records b) (Ensuring that data held on applicants, employees, interns and other non-employees is only used for purposes permitted.		

10.0 DETAILED DESCRIPTION OF FUNCTIONALITIES TO BE IMPLEMENTED

10.1 FUNCTIONAL REQUIREMENTS FOR FINANCIAL SERVICES

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS001	The system must have an integrated vote book control sub-module that is web based for use in all constituencies;	Yes	
FS002	The system should keep audit trails with sufficient budgetary controls and checks and balances;	Yes	
FS003	They system should have an option for re-allocation of funds.	Yes	
FS004	System should roll over of balance at the end of the financial year automatically	Yes	
FS005	The system should be able to define all NG-CDF users including the CDFC and the PMC level	Yes	
FS006	At the budgeting level, there should be a clear definition of a project and activities	Yes	
FS007	The Payment process should be facilitated to cover up to the PMC level	Yes	
FS008	Reports should be generated up to the PMC level	Yes	
FS009	The system should provide a window for disbursement of funds to constituencies	Yes	
FS0010	They system should be able to give visibility of all expenditure - ability to view reports from the Head office	Yes	
FS0011	They system should be able to consolidate the financial reports from the 290 constituencies	Yes	
FS0012	Ability to incorporate online budget preparation functionality and cover all budget element including capital and operational expenses.	Yes	
FS0013	Ability for budget preparation at activity, divisional and departmental levels that links to corporate budget.	Yes	
FS0014	Ability for activity-based budgeting that includes capture of objectives, activities and outcomes at item and sub item level.	Yes	
FS0015	Ability for multiple years budgeting –Prior years and at least 3 future years	Yes	
FS0016	Ability to allocate budget ceilings by activity and account code.	Yes	
FS0017	Ability to allow creation of special budgets (Monthly, Quarterly, Biannually, Annual) etc.	Yes	
FS0018	Ability to maintain and track budgets and expenditure at activity, division, departmental and corporate level and provide alerts on attainment of certain threshold.	Yes	
FS0019	Ability to have workflow approval for creating, uploading and updating the organization's annual and supplementary budgets.	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS0020	Ability to keep track of all budget changes and historic budget information.	Yes	
FS0021	Ability to link payments and invoices to budget line or project budget line items for cost management purposes.	Yes	
FS0022	Ability to accommodate a budget calendar that may be different from a financial calendar.	Yes	
FS0023	Ability to support reallocation of budgets between budget lines	Yes	
FS0024	Ability to support both bottom-up and top-down budgeting	Yes	
FS0025	Ability to apply commitment control by not allowing spending on a line item without a budget.	Yes	
FS0026	Ability to link advances to staff (imprest) and regional offices to budget. Funds so advanced must remain as commitments until they are accounted.	Yes	
FS0027	Ability to allow importation of budget from excel	Yes	
FS0028	Ability to link all procurements and payments to the budget.	Yes	
FS0029	Ability to view activity, division and departmental budget and expenditure.	Yes	
FS0030	Reporting requirements for budgeting process		
FS0031	Ability to create dynamic reports with provision for drill-down capability	Yes	
FS0032	Ability to create customized reports (user defined) that conform to defined templates are follows; 1. Monthly budget reports 2. Quarterly budget reports 3. Annual budget reports 4. Actual vs Budget 5. Yearly expenditure/revenue reports 6. Reallocation reports 7. Cost center budget reports in user defined period 8. Un utilized commitments 9. Variance reports 10. Performance contracting reports	Yes	
FS0033	Budgetary Control Requirements		
FS0034	When preparing the budget out-turn report, one must be able to generate it with the options of: ● Factoring in all actual payments and committed funds (i.e., funds whose purchase requisition has been approved but the actual payment has not been made} ● Factoring in only actual payments made	Yes	
FS0035	The budget out-turn should not include future payments (not yet incurred) as a result of scheduled LPOs or journals.	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS0036	The system must be able to capture funded program budgets (e.g., GoK, partners. etc.) and report on them per the funder's reporting template.	Yes	
FS0037	The system must enable tracking of budget expenditure and produce a report of the Same. Produce comparative financial statements showing: a) Prior year budget data b) Year to date budget c) Annual budget	Yes	
FS0038	The system must be able to produce reports on committed budgets, actual expenditures and balances per budget line/account holder	Yes	
FS0039	System prevents department level users from updating budget information after it has been submitted.	Yes	
FS0040	Allows Budget Office to "push" worksheets out to departments electronically for budget preparation	Yes	
FS0041	Financial Reporting Requirements		
FS0042	The system MUST facilitate forecasting of costs and revenue in terms of trends based on historical data.	Yes	
FS0043	The application MUST have following types of reports by date range a) Profit & Loss account monthly, quarterly annual, comparative b) Trial balance c) Performance report d) Forecasted Income Statement e) Cash Flow Statement f) Statement of changes in equity	Yes	
FS0044	User defined reports a) Complete IPSAS formats including notes, IFRS formats b) Complete Quarterly financial statements report in IPSAS & IFRS formats c) User defined period reports d) Notes to the financial statements	Yes	
FS0045	General Ledger		
FS0046	One must be able to define and maintain the structure of the Chart of Accounts	Yes	
FS0047	The system should allow for the same Chart of Accounts that can be used by multiple	Yes	
FS0048	The Chart of Accounts must provide for a unique alpha-numeric, flexible account code	Yes	
FS0049	The Chart of Accounts must provide for user-defined number of segments	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS0050	Changes to the Chart of Accounts must be controlled and require necessary approval or amendment to be restricted to authorized personnel	Yes	
FS0051	The system must be able to maintain budgets tied to specific GLs	Yes	
FS0052	The system must be able to create/setup GL accounts and deactivate the same without erasing	Yes	
FS0053	Enable the viewing and extraction of GL accounts listing	Yes	
FS0054	The chart of accounts MUST be flexible to accommodate the future business expansions in the segments & GL codes	Yes	
FS0055	The application should facilitate summary account reporting based on all dimensions available in the database	Yes	
FS0056	The system must be able to support reporting on different reporting templates	Yes	
FS0057	The system MUST have the capability to create sub ledgers within the accounts defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.	Yes	
FS0058	The application should facilitate summary account reporting based on all dimensions available in the database	Yes	
FS0059	The system must be able to support reporting on different reporting templates	Yes	
FS0060	The application MUST have the capability to generate parent-child within the accounts defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.	Yes	
FS0061	Reporting Requirements for the Chart of Accounts		
FS0062	Dynamic reports with the provision for a drill-down capability.	Yes	
FS0063	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS0064	Reports with the following parameters: a) Expenditure/Revenue by GL code either individually or as consolidated b) Expenditure/Revenue by Cost centre c) Supplier/Staff/Customer accounts d) Budget Vs Actual expenditure e) Based on posting date, date of data capture f) Reversed journals g) Based on transaction numbers, type, document totals etc.	Yes	
FS0065	Able to translate amounts from functional currency or source	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	currency in the originating ledger, based on a specified exchange rate		
FS0066	Should be able to perform foreign exchange gain/loss per transaction and post in the designated account.	Yes	
FS0067	The application MUST support currency Conversion:	Yes	
FS0068	The application MUST support currency Revaluation.	Yes	
FS0069	The application MUST maintain all effective exchange rates for all foreign currency	Yes	
FS0070	The system must be able to support the Kenya Shilling as the functional currency and should further be able to support other currencies	Yes	
FS0071	The system should allow upload of currency exchange rates downloaded in predefined file	Yes	
FS0072	Reporting Requirements for Currencies		
FS0073	Dynamic reports with the provision for a drill-down capability.	Yes	
FS0074	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS0075	Reports with the following parameters: - Foreign currency trends - Currency loss/gain per transaction - Currency loss/gain translation at defined periods - Invoices/Credit Notes/Debit Notes in foreign currency	Yes	
FS0076	The system must be able to create and post automatic journal entries	Yes	
FS0077	The system MUST provide a facility to input, update, copy, balance, and post the Journals. Journal Voucher Number MUST be automatically generated by the system.	Yes	
FS0078	The system MUST restrict updates to the GL of a Journal Voucher after posting.	Yes	
FS0079	The system must allow the holding of journal entries pending approval.	Yes	
FS0080	The system must enable held journals to be viewed and posted	Yes	
FS0081	For any transaction posted through this system, it must allow for Correction or reversal of the same through an approved workflow process	Yes	
FS0082	When reversing a transaction, the system must maintain the previous transaction historically without erasing. However, for rejected journals, the system should cancel the transaction without keeping its record.	Yes	
FS0083	The system should be able to handle different types of journals	Yes	
FS0084	The system must be able to maintain a history of full details of	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	all transactions and avail them for printing when required		
FS0085	Maintain a closed period history on-line.	Yes	
FS0086	A facility to enable enquiry on archived data and reports	Yes	
FS0087	The system must be able to import/upload journal vouchers in batch from a Spreadsheet document or text files. There should be workflow for approving such uploads.	Yes	
FS0088	The application MUST have categories for single journals and batches	Yes	
FS0089	The application MUST provide the capability to identify source documents or module references which are associated with the journal entry (e.g., Invoice No., Payment Voucher No., Telephone No. etc.) for reporting purposes.	Yes	
FS0090	The application SHOULD provide for Recurring Journals.	Yes	
FS0091	Recurring Journal Entries may be based on templates with predefined schedules.	Yes	
FS0092	Posting to control accounts must only take place via business partners (employees, customers, suppliers etc.)	Yes	
FS0093	The system must provide for period closing functionality	Yes	
FS0094	Dynamic reports with the provision for a drill-down capability.	Yes	
FS0095	Reporting Requirements for Journals		
FS0096	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS0097	Reports with the following parameters - Foreign currency journals - Journals reports by preparer, reviewer, date posted etc. - Journals held (pending posting) - Journal reversal - Journals by date/user defined period	Yes	
FS0098	The system must have a mechanism for defining a financial year and setting up accounting periods it contains.	Yes	
FS0099	The system should be able to close accounting periods at pre-defined frequencies	Yes	
FS0100	The system must allow for setup and updating separate accounting periods for adjusting and closing entries	Yes	
FS0101	The system should only allow posting to the current period. Posting to closed periods must be subject to approved workflow procedure. Future posting MUST NOT be allowed.	Yes	
FS0102	Dynamic reports with the provision for a drill-down capability.	Yes	
FS0103	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS0104	Reports with the following parameters	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	• Notifications on due date • Change of dates • Calendar by due date • Calendar by completed activities • Calendar by pending activities		
FS00105	Other General Ledger Requirements		
FS00106	Setting up GL parameters that will ensure:	Yes	
FS00107	Ledger validity and approvals are captured	Yes	
FS00108	Handling of bank payments (A function on its own)	Yes	
FS00109	Definition of currency rules such as payment limits, currency rates, tolerance levels, and other currency related parameters	Yes	
FS00110	Authorization matrix	Yes	
FS00111	Unique identification/numbering of all transactions	Yes	
FS00112	Audit trail showing name of originator, details of the GL affected, date, etc.	Yes	
FS00113	Query functionality must be sufficient to query all information that has been captured	Yes	
FS00114	Capable of allocating costs across cost centers	Yes	
FS00115	The system must be able to consolidate several general ledgers into one at reporting	Yes	
FS00116	The system should enable one to preview all open items such as open purchase orders, open invoices, etc.	Yes	
FS00117	Ability to meet requirements of the following types of tax and have provision for setting up any additional tax requirements: a) Corporation tax b) Withholding tax c) Withholding Value Added Tax d) Pay as You Earn (PAYE) e) Value Added Tax (VAT) f) Any other defined taxes g) Reverse VAT	Yes	
FS00118	The system must import opening balance of assets & liabilities (suppliers, customers, staff loans, Staff advances etc.)	Yes	
FS00119	The system must have facility for adjusting entries after closing of the posting period/ financial year.	Yes	
FS00120	Reporting Requirements for Other General Ledger Requirements		
FS00121	The system must allow for posting of invoices based on LPOs/LSOs, GRNs or on account. It should allow for	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	capturing of all invoice details		
FS00122	The system must provide for raising of payment voucher based on invoice posted. Payment may be full or partial payment.	Yes	
FS00123	The system must allow advance payment (down payment) based on purchase document.	Yes	
FS00124	The system must have provision for cancellation/reversal of posted invoice	Yes	
FS00125	The system must have a facility for capturing supplier credit notes	Yes	
FS00126	The system must link an invoice with the approval request (requisition) and the expenditure item.	Yes	
FS00127	The system must calculate tax for vendor invoices and record tax transactions separately. The system must support different taxes and tax rates on an invoice.	Yes	
FS00128	Automate the generation of remittance advice and tax certificate	Yes	
	The system should be able to process payments in multiple currencies, capture the foreign exchange rate, and date.	Yes	
FS00129	The system must have controls that prevent duplicate processing of payments or over-payment.	Yes	
FS00130	Accounts Payables		
FS00131	The system should be able to indicate payment type: cash, physical Cheque, EFT, Card, Mobile money transfer/pay, and RTGS	Yes	
FS00132	The system must be able to maintain a complete payment history and enable extraction for analysis	Yes	
FS00133	The system should automatically notify the payment recipient upon completion of the payment process.	Yes	
FS00134	System should be capable of grouping several invoices to be settled as a single payment or settled individually	Yes	
FS00135	Support matching: Requisition, Purchase/Service Order, Goods/Service Receipt Note, Invoice & payment:	Yes	
FS00136	The system should be able to close a purchase order upon payment of the full amount. The system should also be able to close unutilized commitments.	Yes	
FS00137	The system must be able to create and maintain supplier payment information (if not captured in the procurement when creating a supplier)	Yes	
FS00138	The setting up of all supplier details should be via a workflow/process	Yes	
FS00139	The system must interface with the procurement module so as	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	to be able to retrieve all other supplier master details relevant for the payment.		
FS00140	The system must be able to capture payment terms such as payment discount conditions and penalty conditions.	Yes	
FS00141	The system must interface with the HR module so as to be able to retrieve employee master details relevant for payment.	Yes	
FS00142	The system must be able to interface with the online banking platforms for uploading approved payments and notifications from the bank (accepted/rejected payments).	Yes	
FS00143	The payment application MUST stop payment clearance for all the vendors whose payments are on hold due to specific reasons	Yes	
FS00144	The application MUST support payment interventions such as partial payments, stop payments, void payments, write offs etc.	Yes	
FS00145	Reporting Requirements for Accounts Payables		
FS00146	The system must be able to generate the following AP reports: • Invoice Aging Report (using specific criteria -- department, date range, specific vendor or all vendors and suppliers) • Down payments/payment advances listing • Supplier Payment history report • Supplier statement • Contract Payment history report • Contract Payment History Report • Project Payment History Report • AP posting status reports per period	Yes	
FS00147	Reporting Requirements for Accounts Receivables		
FS00148	Ability to record different types of receivables and revenues	Yes	
FS00149	Integrated with GL and provides capability to update GL with A/R transaction	Yes	
FS00150	Ability to bill based on various or combination of billing types with variable rates by customer	Yes	
FS00151	The system must be able to automate the receipting process and generate Payment Receipt.	Yes	
FS00152	The application MUST provide facilities to query accounts receivables	Yes	
FS00153	The system should be configurable so as to allocate receipts into various GL accounts.	Yes	
FS00154	The application must be able to restrict posting of receipts by users to specific accounts.	Yes	
FS00155	The application MUST support the reversals, corrections of the	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	payments and the receipts.		
FS00156	The application MUST capture receipts other than revenue.	Yes	
FS00157	The application MUST allow matching of receipts to invoices based on different parameters like customer id, name, invoice numbers etc.	Yes	
FS00158	The receivable module MUST define Payment terms such as penalties and/or fines.	Yes	
FS00159	The system must allow one to print a comprehensive customer account statement showing all transactions.	Yes	
FS00160	The application must be able to process receipts in multiple currencies	Yes	
FS00161	The system should be able to produce cumulative reports on receipts per customer, per bank, etc.	Yes	
FS00162	The application should interface with the bank so as to support creation of automatic receipts based on the bank files having customers depositing the cash directly into the corporate account.	Yes	
FS00163	The system must be able to interface with other modules so as to be able to retrieve customer details (such as: customer codes, customer name, location, contact details, etc.) and invoices being settled (licenses, penalties, etc.).	Yes	
FS00164	The system must be able to set up payment parameters for customers such as: currency of payment, payment frequency, etc.	Yes	
FS00165	The system must be able to handle suppliers who are also customers.	Yes	
FS00166	The system must be able to detect duplicate customers by comparing a combination of unique customer details like the NG-CDFB internal generated numbers and the tax PIN.	Yes	
FS00167	The system must be able to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.	Yes	
FS00168	Alerts and notifications when accounts receivables are due.	Yes	
FS00169	The system must be able to produce exceptional reports so as to determine customers whose credit limit is older than a specified number of days.	Yes	
FS00170	The System MUST generate dunning or collection letters, to have credit limit and credit hold functions.	Yes	
FS00171	The system should be able to handle payments in excess of the receivable amount	Yes	
FS00172	Ability to define Customer credit policies/limits.	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS00173	Ability to track a customer's credit balance and issue alerts upon attainment of a set threshold.	Yes	
FS00174	The system must support bad debt provisioning.	Yes	
FS00175	The application MUST have written off limits defined for users and inbuilt approval process for bad debts or adjustments.	Yes	
FS00176	The system should have an employee self-service functionality that allows the staff to clear all outstanding balances before they apply for new per diem/imprest.	Yes	
FS00177	Reporting Requirements for Accounts Receivables		
FS00178	The system must be able to generate the following -AR reports: -AR Aging Report: Using specific criteria as department, date range, specific customer or all Customers. The report MUST have details in terms of payment terms, customer profile class, customer category, the amount overdue and the payment mode.	Yes	
FS00179	Aging report categorizes receivables from clients based on time intervals: • Down payments/payment advances listing • Client Payment history report • AR posting status reports per period • Cash Receipts Report • Client Statement	Yes	
FS00180	Imprest Management		
FS00181	The system must be able to address imprest management process	Yes	
FS00182	The system must embed a workflow for application, verifying, reviewing and approving staff imprest	Yes	
FS00183	The system must have a facility for defining per diem rates applicable to staff based on job group for different towns and countries.	Yes	
FS00184	The system must interface with the requisition module.	Yes	
FS00185	The system should have an employee self-service functionality that allows the staff to Apply and account for outstanding balances before they apply for new imprest.	Yes	
FS00186	The system should automatically reject imprest application for staff with unclearly advances	Yes	
FS00187	The system should automatically reject imprest application for staff not included in the requisition	Yes	
FS00188	The system must embed a workflow for verifying, reviewing	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	and approving accountability of staff imprest		
FS00189	The system must have a facility for uploading accountability supporting documents.	Yes	
FS00190	Imprest Management module should be interfaced with payroll processing component to enable correct recovery of overdue advances/imprest to the employee. This process is subject to approval by an authorized user	Yes	
FS00191	The system should enable posting of imprest and their accountabilities entries to the GL.	Yes	
FS00192	Raise alerts/Reminders or notifications on overdue petty cash/imprest both to the applicant and the issuer (cash office/Finance).	Yes	
FS00193	Reporting Requirements for Imprest		
FS00194	The system must be able to generate the following imprest management reports:	Yes	
FS00195	Imprest disbursements by individual/amount/date/division/department	Yes	
FS00196	Ageing staff imprest	Yes	
FS00197	Aging report categorizes receivables to clients/staffs based on time intervals	Yes	
FS00198	Client/staff Payment history report	Yes	
FS00199	Client/staff Statement	Yes	
FS00200	Cash and Bank Management		
FS00201	The system must be able to capture advances.	Yes	
FS00202	Staff must be able to apply for petty cash request online with the defined limits.	Yes	
FS00203	System must have a workflow for processing approved petty cash requests.	Yes	
FS00204	Automatic tracking of petty cash balance for purposes of replenishment.	Yes	
FS00205	The system should provide for definition of petty cash float limits. The system must raise alerts when the limits are exceeded.	Yes	
FS00206	The system should enable posting of petty cash transactions to the GL.	Yes	
FS00207	The system should provide for creation and definition of bank accounts. This facility should define type of account and also capture important details such	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	as account name, number branch, swift code etc.		
FS00208	Reporting Requirements for Cash Management		
FS00209	Dynamic reports with the provision for a drill-down capability.	Yes	
FS00210	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS00211	Bank Reconciliation		
FS00212	The system must provide for uploading of electronic bank statements	Yes	
FS00213	Functionality for matching and reconciling entries in the cashbook with those on the bank statements by amounts, PV ref etc. The bank balance MUST be automatically updated online based on clearances.	Yes	
FS00214	The system SHOULD interface with the bank banking platform to initiate payment receipts based on credits in the bank.	Yes	
FS00215	The system MUST provide for creation of miscellaneous transactions to record bank-initiated activities like interest gained, bank charges etc.	Yes	
FS00216	The system SHOULD have facilitated definition of matching rules and report on both reconciling and non-reconciling items	Yes	
FS00217	Reporting Requirements for Bank Reconciliations		
FS00218	Dynamic reports with the provision for a drill-down capability.	Yes	
FS00219	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS00220	The system must be able to generate the following: • Bank reconciliation report • Direct debits/credits • Unreconciled items	Yes	
FS00221	Bank Accounts		
FS00222	Bank details to be captured in full: • Bank code • Status (active/inactive) • Bank name • Bank branch • Sort code • Address • Account name • Account number • Lookup code	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	- Transaction details: - Transaction limit - Transaction reference - Comments - Transaction type - Supplier code - Customer code		
FS00223	Reporting Requirements for Bank Accounts		
FS00224	Dynamic reports with the provision for a drill-down capability.	Yes	
FS00225	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS00226	- Deposit List - Deposit Report - Cash payments (supporting electronic fund transfer)	Yes	
FS00227	Cash receipts (supporting direct debit)	Yes	
FS00228	The reports conforming to NG-CDFB's existing bankers' requirements	Yes	
FS00229	Bank by Bank name/staff/amount	Yes	
FS00230	Cash Forecasting		
FS00231	The application MUST provide cash flows projections based on the transactions	Yes	
FS00232	Processed in the integrated modules including receivables and payables.	Yes	
FS00233	The application MUST provide the facility to define cash forecast templates such as: - Forecasting periods - Selection criteria for each source	Yes	
FS00234	The application MUST be able to generate cash forecast in any currency based on the user's parameters assigned	Yes	
FS00235	Reporting Requirements for Cash Forecasting		
FS00236	Dynamic reports with the provision for a drill-down capability.	Yes	
FS00237	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS00238	Forecast Report	Yes	
FS00239	The system should have a functionality that allows the user to make requisition for either "Stationeries", "assets" or "Activity Approval"	Yes	
FS00240	Requisition for Activity Approval		
FS00241	The system MUST allow the initiation of a request for approval for an activity by a user.	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS00242	The system must have a functionality that allows requisition generation for Program based activity and/or procurement-based activity	Yes	
FS00243	In this request for approval, the system should have fields to input; a) The Title of the activity b) Select the Budget Vote line c) Performance Contract indicator d) Select Strategic Plan Goal & Area e) Description of the activity f) Justification g) Expected output h) Venue (County, Region) i) Number of persons (including drivers) j) Number of days k) Activity Dates (from – To)	Yes	
FS00244	Once the request is made, the system should electronically allow the approver(s) to access the request and make the appropriate approval within the system and must have an audit trail of changes. The system must have a workflow approval for creating, uploading, reviewing, updating and approving the requisition.	Yes	
FS00245	The system should allow the user to indicate the state of urgency for the activity.	Yes	
FS00246	The system should have an interface with the budget module	Yes	
FS00247	The system should not allow the user budget for the activity to exceed the budget line'	Yes	
FS00248	The system should have an interface with the procurement module and be linked to the procurement plan. .	Yes	
FS00249	The system should not allow the user to include the supply of item/services not included in the procurement plan in the Procurement based activity.	Yes	
FS00250	The system should not allow the budget for purchase of items/services in the Procurement based activity beyond the budget allocation in the procurement plan.	Yes	
FS00251	The system should have an interface with the HR Module.	Yes	
FS00252	The system should have a functionality that allows the user to include either NG-CDFB staff or non- NG-CDFB staff or Both in the requisition	Yes	
FS00253	The system should allow the user to select NG-CDFB staff as the activity participants for a Program based activity and include them in the requisition. The system should not allow	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	the user to select individuals beyond the indicated Number of the activity participants		
FS00254	The system should notify the user on the participants selected with overlapping activities as per the activity dates. It should caution the user and allow him/her to continue with without making changes or allow him/her to make changes. It should allow the management to view individuals included in the activity despite having overlapping activities.	Yes	
FS00255	The system shall allow the user to develop activity budget from the main budget. The user shall define expenditure items and determine the total expenditure per expenditure item.	Yes	
FS00256	In the budget creation, the system should allow the user to input; a) Expenditure item b) The rate per item c) Number of items d) Number of days	Yes	
FS00257	The system should not allow the user to input number of days beyond the indicated activity number of days.	Yes	
FS00258	The system shall allow the user to include DSA (where applicable) expense only for the selected participants of an activity. The system should not allow the user to submit the requisition unless the DSA (where applicable) for all selected participants have been included in the budget.	Yes	
FS00259	The system should allow the user to indicate whether the expense item is; a) Procurement related b) User related c) Finance related.	Yes	
FS00260	It should clearly indicate the total budget amount for the separate expenses.	Yes	
FS00261	The system should have functionality that allows the user to submit the requisition as draft copy to the supervisor for review and/or as a final copy to the AIE Holder Budget Manager for budget approval.	Yes	
FS00262	The system shall not allow the AIE holders to approve commitments outside their budget allocation.	Yes	
FS00263	The budget should allow the supervisor to review and make comment on the draft requisition and revert back to the user for corrections. It should allow the user to make corrections and resubmit to the supervisor for review and approval as a final requisition.	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS00264	The system should not allow "Draft requisition" be submitted to the AIE Holder for commitment approval. It should only allow "Final requisition" be submitted for approval.	Yes	
FS00265	The system should not allow the user to submit the requisition to the management for approval before clearance by the AIE Holder.	Yes	
FS00266	The system should provide notification to the AIE holder once the "Final requisition" has been submitted for commitment approval	Yes	
FS00267	The system should provide a notification to the user once the budget commitment is approved by the Accounting Officer/Finance Controller.	Yes	
FS00268	The system should allow the user to submit the requisition to the management for reviewing, commenting and approval. It should allow the user to make corrections where the requisition has been reverted for clarification and further justification before resubmission to the management for approval.	Yes	
FS00269	The system should allow the user to track the approval process of the requisition.	Yes	
FS00270	Upon submission to the CEO, system should have a functionality that allows the CEO to "Accept", "Reject" or "Hold" a requisition subject to advice from relevant staff (. It should not allow the CEO to hold a requisition for more than pre-defined time.	Yes	
FS00271	The system should allow the CEO to "Hold" a requisition and get clarification from relevant officers without the knowledge of the user and later "Accept" or "Reject (with reasons)" the requisition subject to the advice given	Yes	
FS00272	The system should allow the CEO to "reject " a requisition subject to further clarification or "reject" a requisition permanently with reason. And on rejection the requisition should be sent into the document repository in the EDMS and the funds de-committed.	Yes	
FS00273	The system should allow the user to make corrections and resubmit to the CEO For further consideration where the requisition was rejected subject to further clarification.	Yes	
FS00274	The system should have a functionality that allows the CEO/HOD/HODIV to delegate the approval function to the relevant staff. It should provide a notification of such delegation to the person delegated to.	Yes	
FS00275	The system should enable the CEO to make any changes in the	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	requisition before		
FS00276	The system should not allow any staff to make changes to the requisition once approved by the CEO. The approved requisition should be automatically converted to PDF and stored in the Document repository into the EDMS	Yes	
FS00277	The system should provide a notification to the User, to all activity participants, HHR&A, Finance and the Procurements once requisition has been "Accepted" by the CEO.	Yes	
FS00278	Requisition for Stationeries/consumables		
FS00279	The system should have a functionality that allows the user to make a request to the procurement officer for office consumables.	Yes	
FS00280	The system should have an interface with inventory management module	Yes	
FS00281	The system should allow the user to all select consumables they require before submission of the request for consideration by the approvers.	Yes	
FS00282	The system should not allow the user to submit the requisition to the procurement officer without the approval of the Head of Procurement (HP)	Yes	
FS00283	The system should notify the user and the procurement officer once the requisition has been approved by the HP	Yes	
FS00284	The system should notify the user on the item requested is out of stock	Yes	
FS00285	The system should notify the user once the consumables are ready for collection.	Yes	
FS00286	The system should have a repository of the items requested by the users which were out of stock and notifies the user once the items have been procured. It should allow the user to resubmit the previous requisition to the procurement officer without making a new requisition.	Yes	
FS00287	The system should track the time taken from the submission of the request to the collection of the consumables.	Yes	
FS00288	Requisition for Asset		
FS00289	The system should have a functionality that allows the user to request for assets from the relevant Divisions.	Yes	
FS00290	The system should have a functionality that allows the user to request for assets either "ICT Assets" or "Other Assets" (this includes assets other than ICT assets)	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS00291	The system should have an interface with inventory management module	Yes	
FS00292	The system should allow the user to select all assets they require before submission of the request for consideration by the approvers.	Yes	
FS00293	The system should not allow the user to submit the requisition to the procurement officer without the approval of the HOD.	Yes	
FS00294	The system should notify the user and the procurement officer once the requisition has been approved by the HOD.	Yes	
FS00295	The system should notify the user whether the item is in stock	Yes	
FS00296	The system should not allow the procurement officer to issue the ICT asset without approval of Head, ICT	Yes	
FS00297	The system should not allow the procurement officer to issue the "Other assets" without approval of Head, Human Resource	Yes	
FS00298	The system should o notify the user once the asset(s) are ready for collection.	Yes	
FS00299	The system should have an interface with Activity Requisition Module.	Yes	
FS00300	The system should allow the user to make a "Procurement Activity requisition" through the "Activity Requisition Module" once the items requested is out of stock	Yes	
FS00301	The system should have a repository of the items requested by the users which were out of stock and notifies the user once the items have been procured. It should allow the user to resubmit the previous requisition to the procurement officer without making a new requisition.	Yes	
FS00302	The system should track the time taken from the submission of the request to the collection of the consumables.	Yes	
FS00303	The system should have a functionality that allow the user to indicate the reason why they are requesting for an asset (e.g., new staff, lost, change, etc). It should not allow the staff to be issued with more than one same asset.	Yes	
FS00304	Where the asset is lost, the system should allow the staff to make request subject to approval from Top Management after processes have been followed	Yes	

10.2 FUNCTIONAL REQUIREMENTS FOR PROGRAMMES AND FIELD SERVICES

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	SYSTEM SETUP		
PROG01	User creation at HQs Ability to create the following fields • System admin, • Project Administrator, • HOD (we can specify them) • Division Heads • Principal Field Operations Officers • Field Operations Officers, • Field Operations Assistants • Board's Technical Officers • Accountants • Accounts Assistants	YES	
PROG02	Ability to create the following fields • Fund Account Manager • Sub County Treasury Officers • Sub County Supply Chain Management officer • Public Works Officer/Registered Private Practitioners • NG-CDFC's staff	YES	
PROG03	Ability to create the following fields • Name of constituency • IEBC code • Name of region • Name of County • Ward number • Name of ward and population • Bank details • Physical office location • Postal address • Official Contact details (Email and Phone Number)	YES	
PROG04	Ability for the users to • Create • Delete • Edit • Activate • Deactivate • Reactivate • Sort • Archive • Select all • Deselect	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG05	Ability to create financial year • Period (1st July -30th June)	YES	
PROG06	Ability to create the following fields • NG-CDF Committee Members ✓ Names, ✓ Categories ✓ Position ✓ Gender ✓ ID numbers ✓ Photo ✓ Bank details ✓ Contact details ✓ Period	YES	
PROG07	Ability to create PMCs with the following fields ✓ Names, ✓ Position ✓ Signatories ✓ Gender ✓ ID numbers ✓ Contact details ✓ Period	YES	
PROG08	Ability to create Contractors/Suppliers with the following fields ✓ Name of the company ✓ Business Registration number ✓ Identification code ✓ Contact details (physical address, telephone numbers, emails) ✓ KRA pin ✓ Certification portal ✓ Contact person ✓ Nature of works/services	YES	
PROG09	Ability to create NG-CDFCs' staff with the following fields and generate a report ✓ Name of staff ✓ Position ✓ Contact details ✓ Date of appointment ✓ Photo ✓ ID/Passport Number ✓ Gender	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	✓ Date of birth ✓ Specialization/profession ✓ PLWD ✓ Terms of employment (contract, casual, intern) ✓ Period of engagement ✓ Academic qualification ✓ Certificates portal ✓ Scale ✓ Salary ✓ Other benefits		
PROG09	Ability to link the above staff details with the HR module	YES	
PROG010	Ability to create Bursary Institutions with the following fields ✓ Name of institution ✓ Category ✓ Bank details (Bank name, branch, bank account number, branch code, address)	YES	
PROG011	Ability to create Sector details with the following fields • Sector name • Sector code • Sector description • Percentage ceiling • GFS code • Activity code	YES	
PROG012	Ability to create GFS codes with the following fields • Code description • Code number • Parent code • Sector	YES	
PROG013	Ability to create projects (allow for uploading of the projects)	YES	
CALCULATION OF CONSTITUENCY ALLOCATION			
PROG014	Ability to key in of fund allocations through • Activation of a new Financial Year • Establish a field for the entire Fund allocation • Establish a field for the 5% of the Board • Establish a field for the 5% emergency, auto calculated and populated to all constituencies • Populate allocation per constituency on the basis of • 75% equal share • 25% number of wards	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	Flexibility to populate allocation per constituency in the event of changes in formula for sharing constituency allocation.		
PROG015	Ability to produce a report of the allocations to constituencies detailing - Serial Number - Constituency Name - Equal share allocation - Share based on number of Wards - Emergency allocation	YES	
PROG016	Ability to create additional funding such as - Provision for A-in -A - Provision for conditional Grant	YES	
PROG017	Ability not to integrate grants with calculation of statutory ceilings)	YES	
PROG018	Ability to automate calculation of statutory allocations from the Constituency allocation - Administration/Recurrent 6% - Monitoring &Evaluation/Capacity building 3% - Climate change mitigation activities 5% - Bursary/Social security programme 40% - Emergency 5% - Constituency Digital hubs 3%	YES	
PROG019	Ability to allow editing of the statutory fields after auto calculation	YES	
CREATION OF PROJECTS IN THE SYSTEM		YES	
PROG020	Ability to import historical project data base for the past three financial years	YES	
PROG021	Ability to create projects in the system	YES	
PROG022	Ability to autofill projects activities through a pull-down menu with the ability to add where necessary	YES	
PROG023	Ability to prompt where ongoing projects have not been considered	YES	
PROG024	Ability for the system to link ongoing projects to creation of new projects in a financial year.	YES	
PROG025	Ability of the system to limit project creation to the constituency allocation	YES	
PROG026	Ability to notify the user in case of duplication of entries	YES	
PROG027	Ability to consider special projects as advised by the Board	YES	
PROG028	Ability to create third schedule with the following fields	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	• Constituency Number • Constituency Name • Financial year • Table details (<i>table to show totals</i>) ○ Serial ○ Name of Project ○ Amount Allocated ○ Signing by the Chair ○ Signing by the FAM		
PROG029	Ability to create Fourth Schedule with the following fields • Constituency Code • Constituency Name • County • Project Number • Project Title • Sector • Brief Status of the project • Financial year (period) • Original Cost estimate as at • Amount Allocated last financial year • Sub Projects (table) ○ Project Name ○ Project Code ○ Project Activity ○ Original cost ○ Cumulative allocation (to autofill from the previous allocations) ○ Amount Allocated ○ Current Status • Signature and date • Name of the person to sign • When keying in projects in the system, the officer should have the:	YES	
PROG030	Ability of the System to link projects with Audit department to be able to flag out projects with audit issues; Ability of the System to link projects with complaints module to be able to flag out projects with complaints.	YES	
PROJECT SUBMISSION			
PROG031	Ability to allow the following before project submission • display all projects on the dashboard for a specific	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	financial year • edit keyed in projects (autosave) • delete keyed in projects and replace with new once • generate the following reports ▪ Third schedule ▪ Forth Schedule ▪ Project implementation Status for ongoing projects ▪ Project Per Sector Report ▪ Provision for a checklist to check boxes for the requirements and then merge into one report ▪ Project Status report with the following format (to be populated per sector) • Project Name • Project Code • Project Activity • Original cost • Cumulative allocation (to autofill from the previous allocations) • Amount Allocated • Current Status • Totals • select All • submit as a batch • attach Minutes, schedules, BOQ, ward report and other required documents (mandatory) • view ALL information about one project • recognize inclusion of ongoing projects before submission (mandatory), incase the project cannot be funded in the subsequent financial year, authority to exclude the project should be sought from the Board • append digital signature and stamp • not to edit after submission • attach zipped/jpeg/pdf files with no limitation on size		
PROG032	Ability to notify desk officers and RC on the submissions (email and SMS)	YES	
RECIEPT OF PRPROPOSALS AT THE HQ			
PROG033	Ability for the HQ desk officers to login	YES	
PROG034	Ability to display all projects on the dashboard for a specific	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	financial yea		
PROG035	Ability to reject submission when mandatory fields are not actioned	YES	
PROG036	Ability to track the consideration of ongoing projects	YES	
REVIEW/EVALUATION/ANALYSIS OF PROJECT PROPOSALS			
PROG037	Ability to track actions of evaluation/Analysis by the Desk officer (deletion, edit, reversals)	YES	
PROG038	Ability of the desk officer to : - view, review and highlight areas requiring minor or major correction - to return the entire proposal as a batch or a single project to FAM - and make the following recommended - Decline - Deferred - Conditional Approval/Pending approval - Full approval - move project and recommendation to second validator	YES	
PROG039	Ability not to allow the above remarks appear in the secretariat report	YES	
PROG040	Ability of the second validator to - view, review and highlight areas requiring minor or major correction - to return the entire proposal as a batch or a single project to FAM - and make the following recommended - Decline - Deferred - Conditional Approval/Pending approval - Full approval - move project and recommendation to final validator	YES	
PROG041	Ability not to allow the above remarks appear in the secretariat report	YES	
		YES	
PROG042	Ability of the final validator to - View projects at all levels, - Review and highlight areas requiring minor or major correction - to return the entire proposal as a batch or a single	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	project to the second validator • and make the following recommendations ▪ Not recommended for approval ▪ Deferred ▪ Pending approval ▪ Recommended for approval ○ Ability to move project and recommendations to the Corporation Secretary		
PROG041	Ability to allow the above remarks to appear in the secretariat report	YES	
PROG042	Ability to populate Committee and Board's recommendations	YES	
PROG043	Ability to track constituency submission of project proposals	YES	
PROG044	Ability of FAM to track the status of the proposal at any given time and give alerts notification at every stage.	YES	
GENERATION OF CODELIST			
PROG045	Ability to generate Codelist with the following fields in autofit format structure (the codelist to be displayed in sector form) ○ Serial Number ○ Project Name ○ Project Number ○ Project Activity ○ Amount Allocated ○ Project Status ○ Signing mandates ○ Codelist Serial Number	YES	
PROG046	Ability to exclude declined, conditionally approved projects in the codelist	YES	
PROG047	Ability to generate the initial approved codelist with the following fields ○ Serial Number ○ Project Name ○ Project Number ○ Project Activity ○ Amount Allocated ○ Project Status ○ Signing mandates(digital signature) and digital seal ○ Codelist Serial Number	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	○ Include foot notes in the codelist		
RESUBMISSIONS			
PROG048	Ability to view projects declined, pending approvals, deferred	YES	
PROG049	Ability to enable resubmission of projects pending approval, approved or declined to ○ New and existing/ongoing projects – fields required ▪ Project selection button ▪ Date of application ▪ Resubmit ▪ Amount to resubmit ▪ Project Activity ▪ Project Status (include a drop down to select status) ▪ Save button ▪ Ability to edit the resubmission ▪ Ability of the system to decline current years' proposal until previous years pending projects are cleared and approved (HQ should have rights to waive this requirement on a need basis)-include in the projects submission section.	YES	
PROG050	Ability to provide and upload information in the following fields • Serial Number • Constituency Name • Initial projects that were pending approval were given conditional approval • Basis for conditional approval • Constituency's response • Details of cleared project, amount and activity	YES	
PROG051	Ability to generate 3rd and 4th schedules	YES	
PROG052	Ability to save before submission to allow any editing if any	YES	
PROG053	Ability to analyse/evaluate resubmissions	YES	
PROG054	Ability of the desk officer to view, edit and make recommendation	YES	
PROG055	Ability of the desk officer to analyze and return	YES	
PROG056	Ability to validate, return and or approve	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG057	Ability to consolidate the constituencies pending approvals requests in one report	YES	
PROG058	Ability to generate codelist for the resubmissions with the following fields ○ Serial Number ○ Project Name ○ Project Number ○ Project Activity ○ Amount Allocated ○ Project Status ○ Signing mandates (digital signature) and digital seal ○ Codelist Serial Number ○ Include foot notes in the codelist	YES	
PROG059	Ability to generate codelist for the conditional approved projects with the following fields ○ Serial Number ○ Project Name ○ Project Number ○ Project Activity ○ Amount Allocated ○ Project Status ○ Signing mandates (digital signature) and digital seal ○ Codelist Serial Number ○ Include foot notes in the codelist	YES	
PROG060	Ability to export codelist in excel format	YES	
PROG061	Ability to generate codelist data base per financial year	YES	
PROG062	Ability to populate approved codelist to the FAMs and Sub County accountant	YES	
PROG063	Ability to generate additional code list and link to the consolidated code list	YES	
PROG064	Ability of the system to reference code lists.	YES	
PROJECT REALLOCATION AND CHANGE OF ACTIVITY/PROJECT NAME			
PROG065	Ability to select approved project(s) to be reallocated	YES	
PROG066	Ability not to limit reallocation of project only within the same financial year	YES	
	Ability to reallocate • one project to one with the approval of the Board	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	- one project to many with the approval of the Board - many projects to many with the approval of the Board - many projects to one with the approval of the Board - a project to a new or existing/ongoing project		
PROG067	Ability to change project activity within the same institution with the approval of the Board		
PROG068	Ability to change project name with the approval of the Board	YES	
PROG069	Ability of the system to reallocate requests within Management level threshold.	YES	
PROG070	Ability to reallocate a project that has been voted, payment done and has a balance (this must only be upon completion of the project)	YES	
PROG071	Ability to populate details or entries of the reallocations to the; - First Schedule with the following fields - Project Number - Project Name - Amount Allocated - Amount disbursed - Balance - Unspent to be reallocated - Signing mandate and date - Third and fourth Schedules	YES	
PROG072	Ability to save the keyed in reallocation details and edit where necessary before submission	YES	
PROG073	Ability to provide the following additional fields at the constituency interface for reallocation data entries - NG-CDFC Minutes No/Date - Approved Projects - Financial Year - Amount requested for Re-allocation - Re-allocation beneficiary Projects and amount - Reasons for reallocation	YES	
PROG074	Ability to attach requisite documents before submission of the reallocated project(s)	YES	
PROG075	Ability to link with the consolidated codelist to show status of reallocation without changing the constituency total allocation	YES	
PROG076	Ability to link the final consolidated codelist with the Project Implementation status report	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
ANALYSIS OF REALLOCATION/CHANGE OF PROJECT			
PROG077	Ability of the desk officer to view, analyze/review/evaluate reallocation	YES	
PROG078	Ability of validator to validate, return or approve	YES	
PROG079	Ability to handle conditionally approved reallocations?	YES	
PROG080	Ability to produce reallocation analysis report at the HQ with the following fields ○ Constituency Name ○ NG-CDFC Minutes No/Date ○ Approved Projects ○ Financial Year ○ Amount requested for Re-allocation ○ Re-allocation Beneficiary Projects and amount ○ Reasons for reallocation ○ Remarks Column at the level of secretariat, PPRM, Board	YES	
PROG081	Ability to consolidate the above report into one for all the constituencies that have requested reallocations. The consolidated report to appear in secretariat, PPRM and Board levels	YES	
PROG082	Ability to feed PPRM recommendations	YES	
PROG083	Ability to feed the boards resolutions to the system	YES	
PROG084	Ability to link to the consolidated report to be forwarded to the corporation secretary	YES	
	Ability to produce a reallocation data base with the following fields ○ Serial Number ○ Constituency Name ○ Project Number ○ Initial approved project name, activity and amount ○ Financial year ○ Amount Requested for reallocation ○ Name of new approved project, amount and activity ○ Amount approved for reallocation ○ Date of approval by the Board ○ Remarks	YES	
PROG085	Ability to generate reallocation approval letters with digital signatures and link to the respective financial year.	YES	
PERFORMANCE CONTRACT			

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG086	Ability to incorporate (automated) performance appraisal for all the users based on the targets especially on the report submissions. The reports at constituency level in the Performance appraisal generated from the existence of the projects in the system include; ○ Monthly financial returns ○ Project implementation Status report (Quarterly) ○ Risk Report- response to key risk indicators and updating of risk register (Quarterly) ○ Bursary reports (Quarterly) ○ Climate change/Environment Reports (Quarterly) ○ Utilization of emergency funds ○ Asset registration (Quarterly) ○ Project Proposal submissions ○ Response to audit management letters	YES	
PROG087	Ability for report visualization using data analysis tools	YES	
PROG088	Ability not to edit the scale after the end of the given submission period	YES	
PROG089	Ability to replicate and link the same at the RC and HQ levels as per the work plans	YES	
PROG090	Ability to link with the CPS and HR	YES	
ASSET MANAGEMENT			
PROG090	Ability to create and generate asset register per constituency and consolidated national report and link to accounts with the following fields ○ Region ○ County ○ Constituency name ○ Asset name ○ Existing number ○ Serial number ○ Category name ○ Barcode number ○ Purchase date ○ Initial Cost ○ Condition ○ Custodian	YES	
PROG091	Ability to generate consolidated motor vehicle report with the following fields ○ Serial Number	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	○ Constituency name ○ Type of the motor vehicle ○ Motor vehicle model/make ○ Registration number ○ Year of manufacture ○ Year of Purchase ○ Engine Capacity ○ Engine Number ○ Chassis Number ○ Motor Vehicle Capacity ○ Mechanical Condition and current value ○ Insurance company ○ Insurance Policy number and type ○ Insurance start and expiry date ○ Name of car tracking company ○ Name of the driver		
PROG092	Ability to link Assets to the initial approved projects (Changed order of arrangement)	YES	
PROG093	• Ability to generate consolidated NG-CDF Office report with the following fields ○ Serial Number ○ Constituency Name ○ Land Details ▪ Size (acreage) ▪ Ownership (freehold, leasehold, government, purchased) ▪ Location ▪ LR Number ○ Rented offices ▪ Lease agreement ▪ Rent per month (with ability to populate per year) ▪ Service charge if any ▪ Frequency of rent payment (monthly, annually, quarterly) ▪ Size in square feet ▪ Location ○ Office allocated in the government buildings ▪ Office location ▪ Name of the government agency allocated the office ▪ Rent/utility cost	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	▪ Written agreement ▪ Number of office allocated ▪ Period of the allocation ▪ Size in square feet ○ Offices constructed on government land ▪ Location (town, centre,) ▪ Name of the government agency allocating land ▪ Written agreement ▪ Capacity of the office (Number of offices) ▪ Approximate area occupied by the office ○ Office constructed on NG-CDF purchase land ▪ Location ▪ Approximate land area ▪ Title deed registered name and number ▪ Previous owner ▪ Capacity of the office (Number of offices) ▪ Indicate if any encroachment or transfer		
PROG094	Ability to allow for attachment of documents with no limitation of size	YES	
PROG095	Ability to establish procurement plan and link to the HQ procurement department.	YES	
PROG096	Ability to allow disposal of motor vehicle with the following fields ○ Serial number ○ Constituency name ○ Vehicle make ○ Year of purchase ○ Chasis number ○ Year of manufacture ○ Registration number ○ Mechanical engineer's recommendation ○ Board of survey recommendation ○ Minuted resolution of the NGCDFC to dispose	YES	
PROG097	• Ability to allow disposal of other assets with the following fields ○ Constituency name ○ Asset name ○ Serial number ○ Category name	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	- Barcode number - Purchase date - Board of survey recommendation - Minuted resolution of the NGCDFC to dispose		
PROG098	Ability to link with procurement department at the board for further action.	YES	
ACCOUNTS FIELD OPERATIONS			
PROG099	Ability to create the following users with rights - FAM - Accounts Clerk - Sub County Treasuries officers	YES	
PROG100	Ability to create customers - PMCs - Institutions (Secondary Universities, colleges) - Suppliers - Contractors - NGCDFC Staff - NGCDF committee members - Government agencies (KRA, NHIF, NSSF, NITA) - Fields to feed customer details - To auto create and allocate a system generated number to each customer	YES	
PROG101	Ability to create customer bank accounts details with the following fields - Address - Account Name - Bank - Branch - Branch code - Account Number - Bank account status - PMC's bank account opening authorization reference letter.	YES	
PROG102	Ability to create NG-CDFC bank accounts with the following details - Bank accounts - Address - Account Name - Bank	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	○ Bank Branch ○ Bank Branch and Branch code ○ Bank Account Number ○ Status of the bank account (activated/deactivated) ○ Date created ○ Date deactivated or closed ○ Authority reference to open bank account ○ Details of signatories ○ Type of account (operations /Deposit) ○ Currency ○ Purpose of the account NB: System to be able to generate a report of the consolidated all bank account balances for the constituencies		
PROG103	Ability to allow for ○ Receiving of exchequers/AIA and generate serialized Receipt voucher ○ Receiving of reversed payments and generate serialized receipt voucher no. ○ Generate cash book ○ Uploading bank statement ○ Generate bank reconciliation	YES	
PROG104	Ability to linked to approved budget (code list)	YES	
PROG0106	Ability to allow capturing of the AIE as per the allocation of the funds to the approved budget system to ensure no over allocation of funds more than the approved amount	YES	
PROG0107	Ability to track budget changes (Reallocations)	YES	
PROG0108	Maintain and track budgets	YES	
PROG0109	Link Disbursement to PMCs/invoices/payments/imprest to budget lines	YES	
PROG0110	Ability to support budget reallocation within economic items (administration) not more than 10% and send an alert to the head office.	YES	
PROG0111	Linking code list to Vote-book: System should not allow spending on an item without a budget.	YES	
PROG0111	Ability to create customized reports ○ Variance reports (budget vs. actual) ○ Reallocation reports ○ Commitment reports ○ Unutilized commitments	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	Monthly/quarterly/annual budget reports		
PROG0112	Ability to roll over balances	YES	
PROG0113	Ability of the system to show reallocation from one project to another and has been approved. The system generated reports should be convertible to excel and are printable.		
PROG0114	Ability to link to the procurement module (procurement plan, suppliers' information, supplier documents)		
PROG0115	Ability to link to the procurement module (procurement plan, suppliers' information, supplier documents)/Hr module/ Bursary module	YES	
VOTING			YES
PROG0116	Ability to make commitments(voting) and make automatic de-commitments during payments	YES	
PROG0117	Ability to support Matching (Payment to Invoice, payments to commitments, imprest to approved requisition memos and commitment)	YES	
PROG0118	Ability to generate serialized payment voucher (the various types of vouchers)	YES	
PROG0119	Ability of system to meet requirements for different taxes - PAYE - Withholding income tax - Withholding VAT - Withholding rental income	YES	
PROG0120	Ability for the system to allow for addition and adjustment of the rates of various taxes as guided by government from time to time.	YES	
PROG0121	Ability of the system to have workflow approvals in the following areas - Invoicing - Log in for invoicing officer with control right - Keying in of unique customer No. - Auto populate customer details - Key in invoice details- Invoice No., date of invoicing, amount payable - Payment description - Amount payable to be linked to the budget (constituency approved budget) - run a report	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	○ Generate serialized payment voucher ○ run system query ○ A window for uploading documents for direct payments (claims, electricity bills.... ○ Validation ○ Log in for validation officer with control rights ○ Access to invoiced entries ○ Allow for verification of invoiced details ○ Amendment of the invoiced entries ○ initiate approval process ○ run a report ○ Approval ○ Log in for approver with control rights ○ access validated transactions ○ verify, approve/reject with comments ○ run a report on the transactions		
PROG122	Ability to initiate a new process for the rejected payments	YES	
PAYMENTS			
PROG0123	Ability to Log in for payment officer with control right		
PROG0124	Ability to create a batch /payment file		
PROG0125	Ability to view pending payment entries		
PROG0126	Ability to Schedule payment process		
PROG0127	Ability to do batch or single payment		
PROG0128	Ability to link payment to specific bank account.		
PROG0129	Ability to view completed payments		
PROG0130	Ability to stop/void payments with comments		
PROG0131	Ability to Interface with online banking system (IBANK)		
PROG0132	Ability to run file to the payment platform (online banking system)		
PROG0133	Ability to support processing of the payment voucher i.e examination, voting, and authorization		
PROG0134	Ability to support payment intervention (stop payments, hold payment, approve payment)		

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG0135	Ability to allow a fully processed and paid voucher to be captured in the cashbook and should generate serialized cashbook voucher numbers.		
PROG0136	Ability to close invoices once paid support payment intervention (partial payment, stop payment, hold payments)		
PROG0137	Ability of uploading procurement documents.		
PROG0138	Ability to upload documents and matching them with other documents in the system.	YES	
IMPREST MANAGEMENT			
PROG0139	Ability to requisition for activities by raising a MEMO	YES	
PROG0140	Ability to enable application of the imprest in the system and processing of the imprest in the system. The imprest window to have the following fields	YES	
PROG0141	Ability to advance imprest based on management's existing controls and commit in the votebook	YES	
PROG0142	Ability to issue imprest to registered customers(officers) only	YES	
PROG0143	Ability to upload the memo/minute (pdf) in support of the imprest	YES	
PROG0144	Ability to process the imprest warrant	YES	
PROG0145	Ability to maintain an imprest register and report showing the status of each imprest (surrendered or not surrendered)	YES	
PROG0146	Ability to allow a fully processed and paid imprest to be captured in the cashbook and should generate serialized cashbook voucher numbers.	YES	
PROG0147	Ability to print out imprest warrant in quadruplicate and the imprest register	YES	
	For the approval stages the system to allow appending of digital signature.	YES	
PROG0148	Ability to acknowledge funds receipt paid from the NG CDFC account and auto generate a cashbook for the receipt of funds with the receipt voucher.	YES	
PROG0149	Ability to create details of supplier/customer, amount payable, cheque number and description of the payment	YES	
PROG0150	Ability to upload PMC accountability documents (Minutes, payment certificates, invoices, tender documents, schedules.)	YES	
PROG0151	Ability to generate a payment voucher with the following fields	YES	
PROG0152	Ability to generate a confirmation schedule with the	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	following fields		
PROG0153	Ability to post payments to the cashbook and auto generate payment voucher numbers	YES	
PROG0154	Ability to generate the expenditure return with the following fields	YES	
PROG0155	Ability to upload bank statement and undertake a bank reconciliation	YES	
PROG0156	Ability of system to meet requirements for different taxes and other deductions ○ Withholding income tax ○ Withholding VAT ○ Retention	YES	
PROG0157	Ability for the system to enable adjustment of the various rates of taxes when various laws are amended.	YES	
PROG0158	Ability to process and print payment vouchers.	YES	
PROG0159	Ability to upload documents	YES	
FINANCIAL REPORTS			
PROG0160	Ability of the system to support financial reporting on different reporting templates	YES	
PROG0160	Ability to generate financial reports such as: ○ Expenditure reports with the following fields ○ Commitment reports with the following fields ○ Budget Variance report with the following fields ○ AIE report with the following fields ○ Deposits – gratuity & retention report with the following fields ○ Cashbook with the following fields ○ Bank reconciliation with the following fields ○ Asset register per constituency with the following fields ○ Consolidated asset register with the following fields ○ AIA reports with the following fields ○ PMC balance with the following fields	YES	
DISBURSEMENTS (HEADQUARTERS)			
PROG 161	Ability of the system to create customer sites with the following details:	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	○ Bank accounts • Address • Account Name • Bank • Bank Branch • Bank Branch and Branch code • Bank Account Number • Status of the bank account (activated/deactivated)		
PROG 162	Ability of the system to deactivate a bank account on closure	YES	
PROG 163	Ability of the system to allow receipting of Revenue: • Keying in of the total allocation to the Fund from the exchequer • Receipting of exchequers • Generation of serialized receipt voucher. • Processing of the receipt voucher. • Generation budget funding status report with the following fields ○ Date of receipt ○ Receipt amount ○ Cumulative receipt ○ Running balances	YES	
PROG 164	Ability of the system to have workflow approvals ○ Invoicing ✓ Log in for invoicing officer with control right ✓ Keying in of unique customer No. ✓ Auto populate constituency details ✓ Key in invoice details- Invoice No. (Approve Memo Ref No.), date of invoicing, amount payable ✓ Payment description ✓ Amount disbursed to be linked to the budget (constituency approved budget) ✓ Ability to run a report ✓ Generate serialized payment voucher ✓ Ability for query system ○ Validation ✓ Log in for validation officer with	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	control rights ✓ Access to invoiced entries ✓ Allow for verification of invoice details ✓ Ability to amend the invoice entries ✓ Ability to initiate approval process ✓ Ability to run a report ○ Approval ○ Log in for approver with control rights ○ Ability access validated transactions ○ Ability to verify, approve/reject with comments ○ Ability to run a report transactions NB for rejected payments at approval level to begins afresh		
PROG 165	Support processing of the payment voucher i.e examination, voting, and authorization	YES	
PROG 166	Support payment invention • Stop payments with comments • hold payment with comments • approve payment with comments	YES	
PROG 167	Ability to generate AIEs with track able Nos. with the following fields • AIE Reference Number • AIE Serial Number • Financial year • Date of preparation • Amount disbursed • Board Minute Number and date • Board memo Reference and date Ability to view AIEs filtered per financial year	YES	
PROG 168	Ability to produce disbursement report with the following fields • Serial No. • Constituency Name • Allocation • Disbursement • Balance	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG 169	Ability of the system to allow: • Generating a cashbook • Uploading bank statement • bank reconciliation	YES	
PROG 170	Ability of the system to create • Master General ledger • Sub ledgers for the 290 constituencies	YES	
PROG 171	Ability of the system to support reporting on different reporting templates • Disbursement status report • Vote book reports (Budget vs. disbursed) • Financial statements • Notes to the Financial statements	YES	
PROG 172	Ability of the system to have visibility of the constituency financial reports at the regions and head office • Expenditure reports • Commitment reports • Vote-book • Deposits • Bank reconciliation • Asset register • AIA reports • PMC balance	YES	
PROG 173	Ability of the system to consolidate reports from the 290 constituencies Monthly expenditure reports NGCDF bank accounts and balances at the end of each quarter Assets registers Notes to the financial statements Financial statements AIA declared	YES	

10.3 FUNCTIONAL REQUIREMENTS FOR ICT MANAGEMENT

NO	FUNCTIONAL REQUIREMENT	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
IT01	Ticket management, ability to track users' tickets with Help Desk- Track user tickets received by email, phone or on-site requests. The system should be able to help ICT staff to answer and resolve them quickly. Should be easy to setup, with just the features needed. Works with Inventory online.	Yes	
IT02	Monitor IT infrastructure with Connectivity Dashboard - Monitor the availability of Board's critical infrastructure devices and web applications in a single view. Receive real-time email alerts when these resources are down or unreachable from remote sites. The Connectivity Dashboard tool visualizes the status of the network connectivity between end-users and the resources they need to do their job. These dashboard and alerts should be available for the ICT staff real-time.	Yes	
IT03	Support end-users with Remote Support- The system should provide the necessary tools for ICT Staff to access users' computers across the Internet at any time.	Yes	
IT04	Manage Board's ICT Assets with Inventory- Scan all IP devices, collect detailed hardware and software information. The system should scan the network and populate an ICT Inventory online and also allow manual entry and update of inventory.	Yes	
IT05	Track vendors and supplier Contracts – The system should be able to capture vendor deliverables, ICT vendor contract information in one place. ICT Staff should be alerted of upcoming expiration dates so that they have enough time to renegotiate or cancel, and share contract list with other departments.	Yes	
IT06	Networking Tools - Set up, track, and troubleshoot network - IP Lookup, troubleshoot a slow network or trace an unknown IP address including hostnames, or domain name, including the ISP's i.e., internet connections, MPLS, SIP/VOIP Services	Yes	
IT07	Self Service Portal – Board's staff should be able to perform basic tasks like password reset and specific user profile updates in the Board's ecosystem	Yes	
IT08	Knowledge base – The system should provide a repository of ICT publications and notes that can be referenced by both users and ICT support and administration staff	Yes	
IT09	Broadcast messages – The system should allow ICT staff to periodically broadcast information relating to ICT services to all staff, by email or SMS or through the web portal	Yes	
IT10	Chat – The system should provide a chat window once user is logged on to the helpdesk system (web), ICT staff should schedule and assigned support cases and tickets by balancing the	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	load and prioritizing user support requests on FIFO		
IT11	Licensing, Warranty and Patch Management – The system should gather information of manufactures warranty and alert the ICT department. Track software updates, patches and licenses renewals for OEMs	Yes	
IT12	Log Collection and Analysis- Centrally collect logs from all ICT systems: The system should have a centralized log collection infrastructure to gather logs from various sources, including system logs, application logs, and network logs. Include log analysis tools to monitor and analyze collected logs for patterns, anomalies, and potential security incidents. The system should correlate logs from different sources: Correlate logs from different sources to gain a holistic view of user activities, system events,	Yes	
IT13	Audit Trails: The system should generate audit trails for critical activities and create comprehensive audit trails for all critical ICT activities, such as user logins, data access, and system configuration changes. It should maintain audit trails in a tamper-proof manner and store audit trails in a secure and tamper-proof manner to ensure their integrity and authenticity. The system should make audit trails easily accessible for investigation: Provide authorized personnel with easy access to audit trails for investigation and forensic analysis.	Yes	

10.4 FUNCTIONAL REQUIREMENTS FOR INTERNAL AUDIT

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
IA01	A) Planning		
	Integrate with the risk management software and Generate an annual risk-based audit plan on level criticality of a risk (Red, Amber and Green)	Yes	
	Set timelines for an audit Task and Budget based on man hours allows you to allocate resources, budget, plan time etc, to several audit engagements/projects and capture budgeted time for each resource/audit staff, audit project, leave etc. at the time of planning for all the audit resources in your department	Yes	
	Engagement planning (help us understand the context and purpose, gather information to understand the area or process under review, Objective, scope and available resources plus the documented plan)	Yes	
	Produce an audit program from time to time for review and Approval by Head of Department	Yes	
	- Integration with externally generated documents through an import feature or simply through 'Drag 'n Drop' process directly into the audit file system. - Capability to link with externally generated documents such as MS Word documents, MS Excel spreadsheets, e-mails, pictures, scanned documents and any other electronic files that can be easily attached into the project file or risk assessment and can also create point to point hyperlinks within and between these documents.	Yes	
	Capability to schedule and track audit assignments-Head of Department rights.	Yes	
	Capability to link audit findings to repository of all regulations, legislations, circulars, standards and repository of outstanding audit issues by OAG,IAG,Constituency files and audit department itself		
	B) Individual Audit Project Plan		
	Capability to automatically create individual audit plan directly from the Annual Audit plan on a web-based mode approved by Head of Department	Yes	
	Capability to capture planned time for each audit staff.	Yes	
	Capability to alert the supervisor while planning the resources, if the auditor is already assigned to another project.		
	Capability to generate and send the letter of introduction/ notification to Auditees	Yes	
IA02	Field work/Execution		
	Entry Meeting: The system should allow for uploading Minutes of the audit entry meeting and should be circulated appropriately, the minutes should be maintained as a working paper in the system. - Capability to access the audit procedures captured in the audit program to conduct audit. - Capability to add additional audit steps (procedures) to the audit program at any time during the course of the audit - Capability to provide sampling methods and procedures and	Yes	

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	ability to sample based on population • Data collection/ Capturing, interviews, process & document reviews, Testing and verification of process. Discussion of audit issues/findings. System to be interactive with the auditee i.e. capturing auditees responses during the engagement, advice & informal communications. • Capability to work seamlessly both on online and offline modes.		
	• Allow for audit observations/findings to be raised and documented directly onto the audit procedures/substantive validation tests or attached work papers and creates an automatic hyperlink on the work paper for easy accessibility. • The documentation should factor in the 5C's of an audit finding, Evaluating and concluding on the adequacy (effectiveness & efficiency of internal controls • Capability to record multiple recommendations for each audit observations and findings. • Capability to analyse causes of findings and record the facts • Capable of generating and indexing working papers • Capability to document findings directly in the database and automatically link to supporting working papers and audit procedures • Capability to print completed working papers including audit programs and review notes. • Encryption of sensitive audit reports and Working Papers	Yes	
	• Capability to offer structured templates for various audit tasks and tests, facilitating the systematic generation of working papers. These templates can be customized to align with specific audit requirements, ensuring that the documentation meets industry standards and organizational needs.	Yes	
	• Conducting Compliance and substantive testing • Data analytical capabilities of integrating audit management system including data mining • Allow users to calculate the absolute and percentage differences between the values in two selected columns.	Yes	
	Engagement supervision • Capability to track actual time spent in each phase of the audit that allows for reporting of specific audits performed by individual auditors, projects, etc. • Capability to report audit vs. non-audit time, and comparison to budgeted time. • Capability to generate administrative reports for the auditor on the projects, completed projects, projects in progress, etc. • Capability to approve auditors' work hours online. • Capability to prohibit/ restrict time entries after specific audit project closeout unless authorized by Head of Department. • Capability to provide evidence that appropriate instructions were given during audit planning and that the audit program was approved. • Capability to enable supervisors to approve audit programs electronically via electronic sign off to audit programs and	Yes	

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	procedures including capability to write supervisory review notes with links to targeted work papers • Capability to secure different levels of sign-off (i.e, reviewer 1 and reviewer 2). • Capability to assist the supervisor determine that audit working papers provided adequately support audit observation, conclusions and recommendations thus ensuring that the audit report is accurate, objective, clear, concise, constructive and timely • Capability to provide appropriate evidence of supervision is documented and retained		
	• Allows auditors to send audit observations/issues and recommendation to the auditee for management responses at the draft stage. By providing an online portal for providing management responses directly in the system after which the auditors can review them and approve them to the final report. • Capability to store and retrieve audit programs, templates and repetitive findings in a mobile database. • Capability to provide best practice audit programs for all areas of audit, including specialized areas like IT audits.	Yes	
	• Exit Meeting The system should allow for uploading Minutes of the audit exit meeting and should be circulated appropriately, the minutes should be maintained as a working paper in the system.	Yes	
IA03	Reporting		
	• Capability to develop a draft audit report having the following components. • Forwarding letter/memo, Cover page- engagement title and reference, Distribution list, table of contents, executive summary, objectives and scope, Business content background, detailed findings, Audit opinion/conclusion/rating, appendices and clause on distribution and use.	Yes	
	• Documenting an audit finding based on the 5C's (Criteria, Condition, Cause, Consequence and corrective action.	Yes	
	• Assigning risk rating to an audit finding based on severity level (High, medium & low)	Yes	
	• Maintain and Track changes to draft report	Yes	
	• Capability to automatically send the draft reports to the Auditee for comments/management responses.	Yes	
	• The system should assist internal auditors issue an audit opinion based on opinion criteria based the residual risk rating.	Yes	
	• The system should allow Issuance of Final Audit Report and Distribution to relevant users	Yes	
	• Capability to customize audit report formats at any time for future change	Yes	
	• The system should be able to generate Critical risk summary.	Yes	
	Monitoring/ Follow up		
	• Assist in review on status on Implementation of Recommendations. • Review of outstanding/partially addressed issues and institute appropriate actions i.e., Closure or escalate to	Yes	

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	Management/Board factoring in responsible persons, timeline for the closure of the issue and agreed management action plan - System should allow for review of audit work by supervisors and comments captured thereon - Final Review of audit assignment by Head of department and comments thereon		
	Allow escalation of issues/tasks based on elapsed time.	Yes	
	The system should send automatic and/or user-initiated email between auditees/ responsible owners and audit teams to ensure continuous communication and ongoing workflow.	Yes	
	Assist to generate reports and dashboards of open items (findings not resolved, partially resolved, resolved), repeated findings, statistical summaries	Yes	
IA05	Quality Assurance/External Assessment		
	- System should signal for external assessment of audit function every five years in compliance with standards - Capability to enable auditee feedback on the conduct of audit assignment	Yes	
IA06	Data Analytic Capabilities of the Integrated Audit Management System		
	- Capability to locate errors and potential fraud by comparing and analysing files according to end-user criteria - Capability to identify trends, pinpoint exceptions and highlight potential areas of concern - Capability to recalculate and verify balances in the areas being audited - Capability to identify control issues in the business processes - Capability to check and ensure compliance with standards - Capability to age and analyse accounts receivable/payable or any other time-sensitive transactions and generate report on the same on a continuous basis - Capability to Cleanse and normalize data - Capability to Perform a wide variety of investigative and analytical operations - Intuitive user-interface with pull-down menus, toolbars, and point & click commands. - Easy-to-use – elegant and intuitive dashboard gets you up and running quickly without extensive training needed - Capability to stay on schedule with progress tracking – assign and - schedule team members, reduce review cycle times, and gain instant visibility on project status, deficiencies, findings and issues - Capability to efficiently manage workflows – from any project step:	Yes	

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	- document results, attach supporting evidence, document findings and issues, sign off and notify the next reviewer, add request list items, assign review notes and to-do's, view and export reports in popular formats, and capture project time - Capability to Identify, quantify and analyse issues – seamless and visual - integration between the organization-level risk profile, audit, and risk mitigation projects, project findings, test results, and remediation activity - Capability to test for duplicate payments, gaps in invoice numbers or unbilled services - Capability to enable effective audit management by simple, low-overhead, high-value project management for all GRC contributors. - Plan, co-ordinate document, review, and report on audit, risk and compliance projects. - Capability to provides a standardized workflow; ensuring consistency across the team. - Capability to eliminate manual reporting. - Automatically rolls up time tracked, status and findings. - Capability to manage request lists. Track all requested items and send reminders via email to clients or business owners. - Capability to Manage team collaboration. - Review notes and comments between staff and reviewer, or between team members when multiple staff are assigned to work the same section or objective - Capability to enable faster decision making by providing visibility into information with smart dashboards and reporting tools and sharing it across other departments and stakeholders - Capability to use commands designed specifically for data analysis (including Age, Stratify, Sample, and Duplicates) - Capability for analysis through continuous monitoring and real-time and or set interval notification - Capability to Perform faster analysis, independently from IT department		

10.5 FUNCTIONAL REQUIREMENTS FOR MONITORING AND EVALUATION

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
M&E01	The system must have the ability to provide information on all planned and implemented activities under various sectors/programs/areas: • Administration and Recurrent Expenditure • Monitoring, Evaluation and Capacity Building • Bursary & Scholarship scheme and education days, teaching and learning activities and other learners' social support programmes • Healthcare Financing (NHIF), • Emergency Reserve • Climate Change Mitigation Activities Including Afforestation, Reforestation, Grassroot Sensitization and Tree Seedling Production. • Infrastructure Development (Primary, Secondary, Tertiary, Security).	Yes	
A	Programs Specific Information Needs – Project Implementation Status (PIS)	Yes	
M&E02	The system must have the ability to provide a list of approved projects (<i>referred to as Approved Codelist</i>) – which is the planning data from constituencies – <i>Linking Projects Planning to M&E</i>; • Approved projects, activities and targets • Projects/activity budget allocations • Projects target populations	Yes	
M&E03	The system must have the ability to provide status of projects at planning stage (<i>e.g., not started, new, ongoing, stalled, etc.</i>). give aggregate common targets	Yes	
M&E04	The system must have the ability to provide information a project started (period/year)	Yes	
M&E05	The system must have the ability to provide information on funds disbursement; • Funds required to complete projects • Funds in NG-CDFCs accounts at closer/beginning of FYs • Funds disbursed to NG-CDFCs • Funds disbursed to PMCs by the NG-CDFCs • Expenditures at NG-CDFCs & PMCs – and balances	Yes	
M&E06	The system must have the ability to provide information on Projects/ Activity Implementation Progress; • % of implementation status • % of expenditures/financial utilization compared with	Yes	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	allocated and disbursed funds • Narrative explanations/notes of implementation status		
M&E07	The system must have the ability to provide information on populations reached by project services, disaggregated by gender, PWDs	Yes	
M&E08	The system must have the ability to provide information on all reallocations – from which projects/areas to which projects/areas.	Yes	
M&E09	The system must have the ability to aggregate implementation data (financials & physical data) quarterly and annual	Yes	
M&E010	The system must have the ability to provide comparative statistics of implementation progress, dashboards, etc...and query implementation delays, etc.	Yes	
M&E011	At the end of each FY, the system must have the ability to automatically generate a list of completed projects, ongoing projects, and stalled projects.	Yes	
M&E012	The system must have the ability to provide space to attach a M&E NARRATIVE REPORT – an analytical report bringing together descriptions and analysis, figures, photos, etc.	Yes	
B	Programs Specific Information Needs – Bursary & Scholarship scheme and education days, teaching and learning activities and other learners' social support programmes	Yes	
M&E013	The system must allow applicants to submit applications online, and processing and approval of applications online.	Yes	
M&E014	The system must have the ability to identify all beneficiaries of bursaries and scholarships by names (gender disaggregated & learners with special needs), names of institutions of learning, registration numbers, home locations, amount applied for and amount granted, etc.	Yes	
M&E015	The system must have the ability to provide information on the learning levels of beneficiaries – primary, secondary, tertiary, university, etc – and academic years.	Yes	
M&E016	The system must have the ability to provide acknowledgements from beneficiary institutions for monies received as bursaries and scholarships, alongside beneficiary learners.	Yes	
M&E017	The system must have the ability to provide information on the background of beneficiaries of bursaries and scholarships (total orphans, partial orphans, both parents alive, parents are PWDs, etc.).	Yes	
M&E018	The system must have the ability to provide information on any reallocations to and/or from bursary programme to any other programme – including reasons in short statements.	Yes	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
M&E019	The system must have the ability to include photos of beneficiaries	Yes	
M&E020	The system must provide space for beneficiaries to give short stories of experiences in the Fund.	Yes	
M&E020A	The system must have ability to capture education days, teaching and learning activities and other learners' social support programmes implemented, including specific beneficiary schools, number of learners benefited, and expenditures.	Yes	
M&E021	The system must have the ability to provide space to attach a M&E NARRATIVE REPORT – an analytical report bringing together descriptions and analysis, figures, photos, etc.	Yes	
C	Programs Specific Information Needs – NHIF	Yes	
M&E022	The system must identify NHIF beneficiaries by name, age, gender, location (ward), categories (Orphans and vulnerable children, Needy elderly persons of 65 years and above, Needy persons with chronic health conditions, Persons with disabilities (PWDs) without regular income, Poor widows and widowers, Persons without fixed abode, etc.).		
M&E023	The system must provide total number of principal beneficiaries and dependents NHIF beneficiaries	Yes	
M&E024	The system must provide information on approved allocations, disbursements, expenditures, balances of funds earmarked for NHIF.	Yes	
M&E025	The system must have the ability to provide information on any reallocations to and/or from NHIF programme to any other programme – including reasons in short statements.	Yes	
M&E026	The system must be able to generate periodical summary NHIF reports; organised by age, categories, principals, dependents, etc.	Yes	
M&E027	The system must be able to generate cumulative data, linking current achievements to previous periods.	Yes	
M&E028	The system must provide space for beneficiaries to give short stories of experiences in the Fund.	Yes	
M&E029	The system must have the ability to provide space to attach a M&E NARRATIVE REPORT – an analytical report bringing together descriptions and analysis, figures, photos, etc.	Yes	
D	Programs Specific Information Needs – Emergency Programme	Yes	
M&E030	The system must provide information on approved allocations, disbursements, expenditures, balances of funds earmarked for Emergency program	Yes	
M&E031	The system must provide information on the name of beneficiary institutions (for instance – education primary	Yes	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	school, climate change/environment, security, etc) and wards in which emergencies occur and responses given/projects/interventions.		
M&E032	The system must provide information on the nature of emergencies, which also determines whether the emergencies fall under Section 20(1)-(2) of the NG-CDF Regulations 2016	Yes	
M&E033	The system must allow attachment of technical reports as references which declared that indeed an occurrence was an emergency	Yes	
M&E034	The system must allow attachment of the NG-CDFC minutes approving the emergency and proposed interventions to be undertaken	Yes	
M&E035	The system must allow description of the nature of emergency responses given.		
M&E036	The system must provide information on partner Contributions (if in partnership). Sometimes responses to emergencies come from multiple partners. The system must recognize their contributions.	Yes	
M&E037	The system must give information on the total number of beneficiaries reached by the interventions, including PWDs, disaggregated by gender	Yes	
M&E038	The system must provide space for photo evidences of the emergencies, before interventions and after interventions	Yes	
M&E039	The system must have the ability to provide space to attach a M&E NARRATIVE REPORT – an analytical report bringing together descriptions and analysis, figures, photos, etc.	Yes	
E	Programs Specific Information Needs – Climate Change Mitigation Activities Including Afforestation, Reforestation, Grassroot Sensitization and Tree Seedling Production	Yes	
M&E040	The system must provide information on approved allocations, disbursements, expenditures, balances of funds earmarked for Climate Change Mitigation program	Yes	
M&E041	The expenditures must be shown whether incurred at NG-CDFCs level or PMCs levels, and balances at the beginning and end of FYs.	Yes	
M&E042	The system must provide information on Climate Change Mitigation Activities under Afforestation, Reforestation, Grassroot Sensitization and Tree Seedling Production	Yes	
M&E043	The system must provide information on beneficiaries of Climate Change Mitigation Activities – institutions or community and locations - wards	Yes	
M&E044	The system must be able to generate cumulative data, linking current achievements of Climate Change Mitigation to previous periods.	Yes	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
M&E045	The system must provide space for beneficiaries to give short stories of experiences/change in the Climate Change Mitigation as a program of the Fund.	Yes	
M&E046	The system must give information on the total number of beneficiaries reached by Climate Change Mitigation interventions, including PWDs, disaggregated by gender	Yes	
M&E047	The system must provide space for photo evidences of Climate Change Mitigation activities	Yes	
M&E048	The system must have the ability to provide space to attach a M&E NARRATIVE REPORT – an analytical report bringing together descriptions and analysis, figures, photos, etc.	Yes	
G	Crosscutting Information Needs	Yes	
M&E049	Linking to e-NIMES. The system must have the ability to link to other systems, especially e-NIMES.	Yes	
M&E050	Integrate Geographic Information System. The system must have the ability to integrate Geographic Information System (GIS) into monitoring and Evaluation - for assembling, storing, manipulating and displaying geographically referenced information/projects identified according to their locations.	Yes	
M&E051	Real-time reporting. The system must be able to integrate planning data (Code List) with Activity Reporting, allowing FAMs to entre data on implemented activities into the system which is then analysed at the M&E level.	Yes	
M&E052	Beneficiary county. The system must be able to provide data on beneficiaries reached by each program, disaggregated by gender, PWDs, etc.	Yes	
M&E053	Mobile data collection. The system must have ability to integrate software applications such as Open Data Kit (ODK), Kobo Collect that use mobile phones, tablets or Personal Digital Assistants (PDAs). Such applications enable the collection of audios, photographic, video or geographic information and can improve the accuracy of data collection, submission for quick analysis and decision-making.	Yes	
M&E054	Beneficiary feedback mechanisms. The system must have an ability to give target communities opportunity to comment, make suggestions, express gratitude or criticize the products and services offered. This provides opportunity to tell change stories.	Yes	



10.6 FUNCTIONAL REQUIREMENTS FOR HRMIS

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	STAFF REGISTER/COMPLEMENT CONTROL		
HR01	The system should Link approved Staff establishment, organizational structure and staffing structure.	Yes	
HR02	System should provide a repository of updated staff skills and competencies	Yes	
HR03	Capture staff Bio data with adequate meta data.	Yes	
HR04	At a minimum, the following employee master details must be captured: 1. Staff number (auto-generated) 2. Nationality 3. Ethnicity 4. Disability 5. Gender 6. PIN Details 7. NSSF Details 8. NHIF Details 9. HELB status 10. ID/Passport number 11. Marital status 12. Date of birth 13. Employees names 14. Contacts (Phone Number, Postal Address, and Email etc.) 15. Spouse details: name, ID number, occupation and contacts (Phone number, Postal Address, Email etc.) 16. County of origin 17. Dependents: Age, Gender, relation (daughter, son, adopted) 18. Next of kin details: Names, ID number, occupation and contacts 19. Employee photo 20. Employee qualifications, experience and skills 21. Previous employer 22. Medical related details 23. Employment date 24. Position 25. Category (senior, management, mid management, support) 26. Department/Division 27. Employment status (contract, permanent, probation,	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	temporary) 28. User-defined comments 29. Ability to add/delete any bio data as necessary by authorized user		
HR05	System should provide Realtime and historical data of transfers/deployment of officers	Yes	
HR06	Should automate staff activation and deactivation	Yes	
HR07	System should be tracking life of contracts both employment and service.	Yes	
HR08	Automate handing/taking over process	Yes	
HR09	System MUST be able to build an organization structure, which caters for various organization units such as departments, Divisions, sections and Units	Yes	
HR10	System MUST have a functionality to modify the organization structures as and when required and maintain the history of all such changes.	Yes	
HR11	The system must be able to define, develop, analyze/evaluate and store job descriptions, skills and qualifications required for each position.	Yes	
HR12	Job forms will include breakdown of approved jobs or staff establishment, (total number, vacant, occupied, blocked, etc.).	Yes	
HR13	The system MUST be able to identify jobs and positions	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	uniquely.		
HR014	The system MUST be able to maintain history of changes done to the position details	Yes	
HR015	Ability to show all vacant and occupied positions & jobs (staff in post).	Yes	
HR016	Ability to Allow job rotation	Yes	
HR017	Ability for Departmental heads, Division Heads using the self-service to request for “New Jobs”, “Transfer of jobs and positions” and build the required workflow.	Yes	
HR018	The system must have the ability to maintain changes in employee position and jobs details such as: 1. Position and job Transfer 2. Position and job Status 3. Position and job Description 4. Position and job History	Yes	
HR019	The system should allow for changes in position title.	Yes	
HR020	The system should allow for upgrading a position.	Yes	
HR021	The system should allow for downgrading a position.	Yes	
HR022	The system should allow for removing or returning a position.	Yes	
HR023	The system should allow for the ability to create several types of employment (terms of service) such as Permanent and Pensionable, contractual, consultant, internship etc.	Yes	
HR024	Ability to create grading levels (managerial, technical and support) and flexibility to adding new levels.	Yes	
HR025	The system must be able to manage staff transfers, acting appointments, Deployment, promotions and demotions and track such movements.	Yes	
HR026	The system should be able to address acting appointments. It should be able to capture under an employee's profile: 1. The event of acting appointment 2. Position 3. Start and end dates of the appointments 4. Benefits applicable	Yes	
HR027	Embed a workflow that supports Employee transfers including acting Appointments	Yes	
HR028	Provision for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.	Yes	
HR029	Maintain a history of Employee transfers taken and support the ability to profile the same employee	Yes	
HR030	Employee transfers module should be interfaced with payroll processing component	Yes	
HR031	The system must allow the user to view and update Employee and dependents information subject to verification and approval.	Yes	
HR032	The system should enable capturing of Board's members data	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	(BIO) with limited access only by the CEO and CS.		
HR033	The system to have a Biometric staff clocking system to be synchronized with the online attendance/reporting register	Yes	
HR034	Digitize staff ID cards to complete Bio metric services	Yes	
HR035	Digitize visitors registers with electronic cards.	Yes	
HR036	The System to interface with security feature that enables scanning of Visitors National ID cards for storage of information.	Yes	
HR037	The Biometric system at the Board to be cascaded and interfaced/integrated with the NGCDFC offices to monitor reporting of the officers of the Board and staff and the RCs and HODs to have access to it.	Yes	
Recruitment and selection			
HR038	Develop Customized online job application form	Yes	
HR039	Link vacant position with payroll and financial system(Budget)	Yes	
HR040	Provide feedback on recruitment to applicants and other interested parties.	Yes	
HR041	Ability to create and develop employee requisitions/vacancies.	Yes	
HR042	Ability to receive on line job applications	Yes	
HR043	Ability to allow for information drawn from physical applications to be captured into the system during recruitment process.	Yes	
HR044	Ability to accept both internal and external applications.	Yes	
HR045	Ability to screen and select candidates.	Yes	
HR046	The system should be able to shortlist qualified applicants from the long-list at the point of job application. This will assist HR from having to review overwhelming number of applications from unqualified persons.	Yes	
HR047	Ability to manage pre-placement verification, which includes salary authorization.	Yes	
HR048	Ability to advertise vacancies internally (self-service)	Yes	
HR049	Ability to Alert the HHRA and the HODs on overdue vacant positions	Yes	
HR050	The system SHOULD enable candidates to apply for available vacancies and allow only those who meet the minimum requirements.	Yes	
HR051	Ability to generate a long list as per the job criteria e.g., experience, technical, academic and competence qualifications.	Yes	
HR052	Ability to capture interviewer notes and feedback.	Yes	
HR053	System MUST have an inbuilt vacancy approval process/workflow.	Yes	
HR054	System must have a recruitment and selection workflow that covers the process from vacancy creation to defining a new employee.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
HR055	Ability to track recruitment process and produce reports for management (e.g., recruitment costs, time taken to fill a position, status of the process, etc.).	Yes	
HR056	Ability to generate/convert application to resumes from candidate input details.	Yes	
HR057	Ability to upload and share candidate documents (e.g., certificates, CV, etc.).	Yes	
HR058	Ability to verify budget prior to recruitment drive.	Yes	
HR059	Ability to generate offer letters, appointment letters, etc. Ability to send an offer letter electronically or as a print out.	Yes	
HR060	Ability to generate regret letters.	Yes	
HR061	Ability to hire staff on contract for a specified period.	Yes	
HR062	Ability to hire temporary staff and/or interns for a specified period.	Yes	
HR063	When employees are rehired, the system should link all previous employment information to the new record.	Yes	
HR064	The system SHOULD have recruitment planning mechanism to capture recruitment plans online	Yes	
HR065	The system MUST be able to track the requisitions for vacancies for a particular job, grade, location or position	Yes	
HR066	Ability to schedule interviews	Yes	
HR067	Ability to track interview results	Yes	
HR068	Ability to register the employment contract, renewal and termination	Yes	
HR069	The system must have the ability to provide an interface for customizing recruitment letters	Yes	
HR070	Ability to implement a specified probation period for newly hired employees	Yes	
HR071	Generate elaborate report on the recruitment exercise.	Yes	
Reporting Requirements for Recruitment and selection			
HR072	Ability to generate the following reports: 1. Recruitment Activity reports, Recruitment reports – direct / internal reports 2. Recruitment reports based on recruiting department. 3. Vacancies report. 4. Applicants Qualifications reporting. 5. Statistical reports of the applicants and provide the management with tabular and graphical reports and other analytic presentations 6. Statistical report of the requested number of employees for a specific area	Yes	
Staff orientation / induction			
HR073	Should be able to develop induction program within the system	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	with input from HR and user departments.		
HR074	Include online on boarding of new employees	Yes	
HR075	Ability to confirm/reject new employee after completion of probation period or extend probation period.	Yes	
HR076	The system must allow users (with controlled rights) to view and update personal data such as names, address, contacts, schools and/or University attended, qualifications etc.	Yes	
HR077	The system SHOULD have storage repository for certification and other relevant documents for employees	Yes	
HR078	The system SHOULD alert new employees to participate in the induction program coordinated by HR.	Yes	
HR079	The System SHOULD allow grouping of employees based on various aspects such as department/Division and grades	Yes	
HR080	The system MUST be able to store working hour's details, work frequency and normal timings for the employee.	Yes	
Employee Discipline Management			
HR081	The system must be linked with Payroll module and disciplinary module.	Yes	
HR082	The system must have the ability to communicate action taken and possibly attach supporting documents (Board decision/minutes/action point).	Yes	
HR083	The system must provide adequate categories of disciplinary actions.	Yes	
HR084	The system should provide timelines and track progress of the disciplinary action undertaken.	Yes	
HR085	The system should Generate report on the disciplinary cases initiated and concluded.	Yes	
HR086	Provision for managing employee disciplinary actions	Yes	
HR087	Embed a workflow that supports the disciplinary process	Yes	
HR088	Provision for uploading and attaching documents to an employee's profile such as scanned warning letters, certificates, commendations, etc.	Yes	
HR089	Maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee	Yes	
HR090	Disciplinary module should integrate with the personal development, training and separation modules	Yes	
HR091	The system must be able to adequately address situations where an employee is suspended or interdicted and capture this event on the employee's profile. This includes provision of workflows for initiating the suspension or interdiction process, revocation and reinstating/rejecting an employee.	Yes	
Performance management			
HR092	The system must have a customized online appraisal tool	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
HR093	The module should link to payroll when it comes to reward or sanctions.	Yes	
HR094	System must have the ability to generate report on performance of staff.	Yes	
HR095	System MUST have an inbuilt performance appraisal process/workflow.	Yes	
HR096	Ability to support the 360 degrees appraisal system with the ability to be configured to any other system such as the balance scorecard.	Yes	
HR097	Ability to define various objectives associated with performance management.	Yes	
HR098	Ability to define and amend KPI's associated with the objectives defined subjected to a workflow approval.	Yes	
HR099	The 360 degrees appraisal system and KPI's should be amendable for different categories of employees.	Yes	
HR0100	The system should enable calculations for the KPIs against predefined targets and rating scales to arrive at the performance measurement.	Yes	
HR0101	Ability to monitor and manage performance contract deliverables.	Yes	
HR0102	Ability to capture performance requirements per position: qualification requirements, personal attributes, education, experience, skills, etc.	Yes	
HR0103	Ability to receive periodic (e.g., quarterly) appraisal reviews/results from various Divisions	Yes	
HR0104	Ability to send employees performance appraisal report on the system.	Yes	
HR0105	Ability to track performance appraisal results over a period of time per employee, department, etc.	Yes	
HR0106	The performance management system should interface with the Training and Development module to enable identification of development requirements during the appraisal process and converting them tottraining requests in the Training and development module.	Yes	
HR0107	Support the associating of evidence to performance KPI's.	Yes	
HR0108	Extraction of performance data to (excel, MS word, pdf etc.) per employee and per department and Divisions.	Yes	
HR0109	The system should support self-appraisal.	Yes	
HR0110	Assessment of self-appraisals for annual or periodic appraisal process MUST be Possible for the managers.	Yes	
HR0111	Support electronic signoffs between the appraised and appraiser and other relevant officials.	Yes	
HR0112	The system must allow the employee to receive performance feedback from their supervisor/manager.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
HR0113	The system must allow KPI tracking and management dashboards.	Yes	
HR0114	A workflow must be present for issuing a performance rating to an employee.	Yes	
HR0115	The appraisal system at the Board should integrate the NGCDF staff appraisal for use by NGCDFCs	Yes	
Reporting Requirements for Performance management			
HR0116	The ability to generate the following reports: 1. Performance reporting per individual. 2. Performance reporting by position. 3. Performance reporting by department. 4. Monthly/Quarterly/Annual performance reports per employee/ department	Yes	
Training Management			
HR0117	Link training needs to organization mandate and performance of individual officers.	Yes	
HR0118	Ability to produce reports on trainings undertaken, officers trained and feedback/evaluation reports.	Yes	
HR0119	Keep record/history of training conducted/facilitated by the Board , competence/skills repository).	Yes	
HR0120	Ability to match training needs of an employee against their position's qualification requirements (academic, personal attributes, professional, experience, skills, etc.), organizational growth plans and performance management system.	Yes	
HR0121	Ability to identify and evaluate training needs based on the performance appraisal.	Yes	
HR0122	Capturing of training request submissions from user departments.	Yes	
HR0123	Ability to create a list of training providers and their details.	Yes	
HR0124	Ability to create a training plan, manage and update training plan.	Yes	
HR0125	Ability to create a short-list of candidates for training and compare them against the training selection criteria (e.g., competency-based selection).	Yes	
HR0126	The system must have an approval/rejection process for a training request.	Yes	
HR0127	Ability to create, manage and update an employee's personal development plan.	Yes	
HR0128	Ability to capture information on trainings attended by an employee.	Yes	
HR0129	Ability to maintain historical data on all information captured e.g., trainees, trainers, vendors, training requirements, attendance, training record, performance, cost etc.	Yes	
HR0130	Ability to allocate user roles and rights to different personnel in	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	the training development process.		
HR0131	Ability to interface the training request process with financial system e.g., raising invoice,	Yes	
HR0132	Ability to track the status of a training request from requisition through planning to delivery and completion by trainees.	Yes	
HR0133	Centralized cataloguing and tracking of training courses	Yes	
HR0134	Ability to design, create and deliver online training programs for new staff as part of induction (modules and tests).	Yes	
HR0135	The system should have provision for setting the maximum number of trainings and cost a single employee can receive in one financial year.	Yes	
HR0136	The system should have functionality to restrict an employee from registering the same training course more than once after successfully undertaking the course	Yes	
HR0137	The system MUST facilitate development of a training calendar specific to Departments within the company, jobs skills requirements, technical aspects and publish the calendar	Yes	
HR0138	The system SHOULD be able to generate training requirements-based performance	Yes	
HR0139	Ability to monitor effectiveness of the training offered (Undertake Post-training evaluation).	Yes	
Reporting Requirements for Training Management			
HR0140	Ability to generate the following reports pertaining to training: 1. Training requirements reporting. 2. Trainings history reporting. 3. List of Attendees of a Course 4. List of Attendees of a Course in a Department 5. List of Courses for a certain position 6. List of Courses Taken by Employee during a defined period 7. List of Employees not Attended a mandatory Course (if expected to attend) 8. Enrolled For postgraduate courses/ professional courses / scholarship. 9. Employee Training/development needs 10. Staff trained 11. Trainings delivered 12. Pending trainings 13. Training plan 14. Training feedback reports 15. Total training costs over a particular period	Yes	
Training Attendance (E-Learning / Staff Induction)			
HR0141	The system should be able to present to employees a list of	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	approved courses from which to choose from		
HR0142	The system MUST facilitate the enrolment for training courses	Yes	
HR0143	The system MUST enable the users to maintain a history of the courses attended, status of registrations and passes/fails	Yes	
HR0144	The system must be able to track enrolment and maintain enrolment status for all courses	Yes	
HR0145	If registrations are received beyond the maximum capacity of the course, the system must be able to keep a waiting list for that course	Yes	
HR0146	Ability to send reminders and notifications to employees on upcoming courses which they have registered for	Yes	
HR0147	Ability to capture training evaluation and feedback by attendees so as to determine the success of the training delivered	Yes	
HR0148	Ability to record skills gained by the trainee after attendance of the training	Yes	
HR0149	The system must be able to capture the grade (pass/fail/marks obtained) of an employee upon completion of a course either automatically or manually by the trainer	Yes	
HR0150	The system must be able to track on number of hours of training an employee has attended for each course	Yes	
Leave Management			
HR0151	System must include a customized online leave form	Yes	
HR0152	Should Capture all leave categories and provide options for selection	Yes	
HR0153	The system should track leave approvals	Yes	
HR0154	The system should maintain records of leave days	Yes	
HR0155	Provide feedbacks on status of leave application	Yes	
HR0156	Generate report on leave utilization	Yes	
HR0157	The system MUST automate the leave application process by enabling end-to-end online leave management	Yes	
HR0158	The system must embed a workflow for leave management that can capture comments and approvals related to the task depending on its requirements	Yes	
HR0159	Provide alerts and notifications to users and relevant authority on leave days above 15 leave days, 30 days before the close of the financial year	Yes	
HR0160	Ability to deduct leave days.	Yes	
HR0161	Ability to suspend leave subject to approval by Head of Department	Yes	
HR0162	Capability to track and extract a history of the leave management data of an employee	Yes	
HR0163	Calculation of leave balances and how much they are worth	Yes	
HR0164	The system must be able to carry forward leave balances as per	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	HR policy and Kenya Statutory laws		
HR0165	Interfaced with payroll component of the HRMS so as to support the conversion of leave balances to payment (during separation only)	Yes	
HR0166	Should enable users to perform online leave planning on a Financial Year based system and submission of the same into the leave approval workflow or save plans as draft	Yes	
HR0167	Provide alerts and notifications to users and relevant authority on leave anniversary, public holidays, etc.	Yes	
HR0168	The system should provide for public holidays	Yes	
HR0169	Enable one to apply for different types of leave including: 1. Maternity 2. Study 3. Paternity 4. Compassionate 5. Annual 6. Compulsory 7. Terminal 8. Sick 9. Unpaid	Yes	
HR0170	The system should allow initiation of sick leave on behalf of the employee application by HR personnel	Yes	
HR0171	At a minimum, the following details on leave application must be captured: 1. Name 2. Department/Division 3. Grade 4. Date of appointment 5. Leave entitlement (days per annum) 6. Leave days applied for 7. Leave start date 8. Leave end date 9. Contacts when away 10. Leave balance carried forward 11. Leave balance brought forward 12. Leave balance	Yes	
HR0172	The system MUST have the provision to access leave information online.	Yes	
HR0173	The system MUST have a facility for the supervisors or the HR users to approve or reject the leave applied by the employees	Yes	
Reporting Requirements for Leave Management			
HR0174	Ability to generate the following reports: 1. The system MUST have a provision to report the usages of leave types.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	2. The system MUST have reporting for various types of leaves for employees. 3. Leave accruals reporting.		
Employee separation			
HR0175	A workflow must be present for The Board to initiate the separation of an employee in the event that it is a dismissal/retirement/resignation etc and capture comments where necessary.	Yes	
HR0176	A workflow must be present for processing a request for separation from an employee and capture comments where necessary	Yes	
HR0177	A workflow must be present for processing a request for separation through an employee retirement, and demise and capture comments where necessary	Yes	
HR0178	The system should store the notice period details of all employees	Yes	
HR0179	Employees clearance form should be accessible online	Yes	
HR0180	At a minimum, the following should be captured on the clearance form: 1. Name and Employment Number 2. Date employed 3. Forward Contacts 4. Designation 5. Department 6. Type of separation 7. Last day of service 8. Leave days due payable 9. Notice period (adequate/inadequate) 10. Notice period (to hand over Board Property) 11. Pay in lieu of notice 12. Signoff requirements with relevant personnel, departments or Divisions	Yes	
HR0181	Electronic signoff of clearance form between user and relevant personnel and capture comments	Yes	
HR0182	Integration with compensation module, loans, mortgages, etc.	Yes	
HR0183	Maintain employee exit interview information	Yes	
HR0184	The system should capture the separation event and date under an employee's profile. Further to this, it should capture type of separation (dismissal, resignation, death, retirement, and contract expiry), details and allow attaching of relevant separation documentation	Yes	
HR0185	The system must have a workflow for processing an employee reinstatement application that allows one to either approve and	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	process the reinstatement or reject the reinstatement application.		
HR0186	The system must be able to address the process of employee reinstatement. During reinstatement, the system should allow one to continue working with the previous data that was captured prior to termination of the employee and register the event of reinstatement on the employee's profile.	Yes	
HR0187	The System MUST allow for terminating the employee record at the conclusion of the employment period without deletion.	Yes	
Reporting Requirement for Employee separation			
HR0188	The system should have the following reports: 1. Terminated / separated employees report. 2. Terminated Employees by Termination Reason. 3. End dated positions reports. 4. Staff due to retire (in 3 years, 2 years, 1 year, 9 months, 6 months)	Yes	
		Yes	
		Yes	
Compensation and Benefits Management (Payroll)			
HR0189	The system should enable compensation planning.		
HR0190	The system must provide a workflow for approval or updating of all compensation related configuration data.	Yes	
HR0191	Integrate Board's system with Constituencies to facilitate seamless payroll processing of NGCDFC Staff and also comply with some statutory requirement.	Yes	
HR0192	The system must allow an employee to view and update payment details such as bank, account name, account number, Bank Branch Codes etc. subject to verification and approval.	Yes	
HR0193	Must be able to capture and maintain all compensation and benefits data such as gross salary, Gratuity, NSSF, NHIF, allowances, benefits, pension contributions, internal loans, insurance relief, Personal Relief, PAYE, HELB etc.	Yes	
HR0194	Must be able to capture Employers' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.	Yes	
HR0195	Must be able to capture Employees' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.	Yes	
HR0196	Integration of Service Gratuity computation in the payroll process and a link to be accessed by the individual officers.	Yes	
HR0197	For the compensation and benefits data above, the system must be able to keep a history of transactions and changes while enabling the extraction of the same separately as a report per employee, department/division for all employees whether current, separated, on leave, etc.	Yes	
HR0198	Must be able to capture and maintain pay disbursement details (i.e., pay mode, bank details, cost center, etc.) allow for amendment and keep a history of such amendments	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
HR0199	Should enable computation of employee costs per employees, Division or Department.	Yes	
HR0200	Must interface with the financial system/accounting module chart of accounts so as to allocate staff costs to the relevant cost/profit centres.	Yes	
HR0201	Generation of tax returns (P9 forms) in batch or on singular basis.	Yes	
HR0202	The system must be able to perform salary transfers / Payments.	Yes	
HR0203	Provision for uploading of payroll data in mass from files such as spreadsheets where necessary. There must be a workflow for approving such uploaded data.	Yes	
HR0204	The system must be able to define categories of benefits and assign employees to benefit categories based on an eligibility criterion (i.e., one-off payments, periodic, recurring, etc.).	Yes	
HR0205	The system must be able to define salary plans (i.e., salary ranges and pay plans) for different categories of employees and associate an employee to a salary plan based on predefined rules/qualification criteria.	Yes	
HR0206	Ability to compute employee salary increment based on salary progression matrix.	Yes	
HR0207	The system must be able to compute salaries in Kenya Shilling.	Yes	
HR0208	The system must be able to compute salaries in Foreign Currency.	Yes	
HR0209	The system should enable attaching or referencing of documentation related to employee compensations	Yes	
HR0210	Staff must be able to view their pay information online.	Yes	
HR0211	Provision to enable application for loans and salary advances and facilitate approval of the same through a workflow.	Yes	
HR0212	Provision for Alerts when the employee's deductions reach a set threshold – 1/3 of monthly pay.	Yes	
HR0213	Provision to Alerts employee and the HHRA 3 months before the end of the contract	Yes	
HR0214	The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions. Ability to process partial deductions if an employee's pay is insufficient to cover the deduction.	Yes	
HR0215	Ability to compute associated employee taxes while taking into consideration the employee's benefits.	Yes	
HR0216	Ability to facilitate payroll planning and calculations.	Yes	
HR0217	Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee's benefits.	Yes	
HR0218	Ability to make payment of gratuities as per the CBK regulation on the last month of the contract	Yes	
HR0219	Ability to pay mass salary changes retroactively and with	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	different options.		
HR0220	The system must be able to address payments/deductions missed out in the past either to a single employee or a group of employees.	Yes	
HR0221	The system must be able to record loans/advances to the employee under the employee's	Yes	
HR0222	The system must correctly recover loans / salaries advanced to the employee.	Yes	
HR0223	The system must be able to post the recovered amounts correctly to the financial system.	Yes	
HR0224	All compensation and benefits must be formula driven / criteria based. The systems MUST NOT allow arbitrary allocation of compensation/benefits to an employee.	Yes	
HR0225	The system must have robust security features that will protect sensitive salary related information from unauthorized users.	Yes	
HR0226	The system should support multiple payroll cycles	Yes	
HR0227	The system must allow one to define the date when the payroll is run and the date when the salary transfer takes place. The system should allow these dates to be changed in the event that they fall on a holiday.	Yes	
HR0228	Provision for having different payrolls to cater for: 1. Board Members 2. Contract employees 3. Casual employees/Consultant 4. Employees on Secondment/deployment 5. Interns/attachment	Yes	
HR0229	They system must have flexibility for configuring earnings and deductions so as to capture all earnings and deductions applicable at the Board	Yes	
HR0230	There should be provision to schedule earning and deductions in order to address situations where an earning/deduction is one time or severally over a period of time.	Yes	
HR0231	The system must offer functionality to make corrections to a payroll already processed.	Yes	
HR0232	There must be a detailed pay slip explaining every earning and deduction made for every payroll run. The pay slip should clearly separate earnings from deductions.	Yes	
HR0233	The system should maintain a history of all payroll runs and all their information (payments made and costings generated).	Yes	
HR0234	The system must notify HR once the payroll runs and payroll transfers are complete. It must allow HR to track their status and be able to view any error/exceptions in the process and view successfully processed payrolls.	Yes	
HR0235	Reporting Requirements for Compensation and Benefits	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	Management (payroll)		
HR0236	The system should be able to allow limited access by third party customers on reports relating to deductions of their contributions by members i.e HELB, NSSF, Insurance CO. SACCOs, Micro Finance Institutions among others.	Yes	
HR0237	1. In addition to a flexible reporting facility, the system must be able to extract the following payroll related reports per employee, per department and per company: 2. Automatic generation of pay slips in softcopy that will be sent to employees by email in a read only format 3. Bank advice. 4. Payroll per month 5. Staff journal. 6. Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.). 7. Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.). 8. Contributions (pensions, etc.). 9. Club subscriptions. 10. Tax returns (P9 forms). 11. Employee costs. 12. Employee compensations details report. 13. Salary related costing details report. 14. Overtime payment report. 15. Payroll related costing reports. 16. Salary on Hold reporting. 17. Report for pending payments to employees. 18. Statutory report such as PAYE reporting. 19. End of service calculations report. 20. Reimbursement status report 21. Employee whose contract is below 3 months to termination/renewal 22. Gratuity paid per employee	Yes	
	Awards		
HR0238	The HR system SHOULD have a provision to develop and manage awards /rewards, recognition, and incentive / motivation programs.	Yes	
HR0239	The system SHOULD facilitate tracking and recognition of service awards such as gifts, certificates.	Yes	
HR0240	The system SHOULD be able to store all the employee related awards history.	Yes	
HR0241	The system SHOULD have a provision of reflecting awards related information to an employee's performance.	Yes	
	Reporting Requirements for Awards	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
HR0242	The ability to generate reports pertaining to awards: Awards issued per period. Awards issued per employee. Incentives provided per period. Incentives provided per employee. Listing of awards type Listing of incentive type.	Yes	
HR0243	The system SHOULD facilitate reporting of service awards such as gifts, certificates.	Yes	
	Self – Service		
	Employee Self – Service		
HR0244	The system MUST enable the users to maintain their personal data such as name, address, telephone numbers, contacts, qualifications, school and colleges attended, skills attained etc. subject to the supervisor's verification.	Yes	
HR0245	The system MUST enable the users to view their pay slips and P9 on-line for all the processed payrolls.	Yes	
HR0246	The payment details for employees such as bank name, bank branch, account number etc. MUST be visible to users and they must be able to modify the same. Subject to verification and approval	Yes	
HR0247	The system MUST have a facility for the users to upload maintain their beneficiary details and dependents information	Yes	
HR0248	The system MUST facilitate the users to maintain their emergency / next of kin contact details. Subject to verification and approval	Yes	
HR0249	The system MUST have the leave request functionality, which would enable the users to apply for leave.	Yes	
HR0250	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users.	Yes	
HR0251	Allow employees to update their training information.	Yes	
	Manager Self – Service	Yes	
HR0252	Line managers MUST have an access to search and view information pertaining to their team members.	Yes	
HR0253	A supervisor MUST have access to view his/her team members' employment as well as applicant history.	Yes	
HR0254	Supervisors MUST have access to view the team members' leave requests and approve/reject those	Yes	
HR0255	Manager MUST be able to view absence history for his/her entire team.	Yes	
HR0256	Manager MUST be able to update their Divisional/Departmental calendar of events to the institutional annual calendar	Yes	
	Loans and advances	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
HR0257	Staff must be able to fill loan application form online through the self-service module for the different types of loans and advances: 1. Salary advance 2. Mortgage/ Car Loan	Yes	
HR0258	An inbuilt workflow(s) for processing applications of the different types of loans and advances must be present that addresses the unique qualification requirements for each loan/advance. The workflow must address the entire loans application, processing and approval process	Yes	
HR0259	The system must capture the loan/advance against the employee's compensation and benefits profile	Yes	
HR0260	The system must interface with the payroll component so as to correctly record issued loans, recovered loans/advances.	Yes	
HR0261	The system must not allow for issuance of loans/advances that violate the statutory guidance on employee deductions in Kenya	Yes	
	Reporting Requirements for Loans and advances		
HR0262	Production of the various Payroll forms/reports including: 1. P9A - Tax Deduction Card (Benefits / Owner Occupiers Interest / Normal Cases) 2. P9A (HOSP) - Tax Deduction Card (Home Ownership Savings Plan) 3. P9B - Tax Deduction Card (Tax Free Remuneration) 4. P10 - Employers Covering Certificates End of Year Returns 5. P10A - Supporting list to End of Year Certificate 6. P10B - Fringe Benefit Tax Return 7. P10C - Employer's Certificate (WCPS Cases Only) 8. P10D - PAYE Quarterly Return Form 9. P11 - Credit Slip Pay in Book (sample) (only originals are acceptable)	Yes	
HR0263	General Reports from the HRMIS system	Yes	
HR0264	Ability to generate the following reports: 1. Employee details by department, location, positions, jobs, grades, payroll, Allowances, date of birth, ID/Passport number, date of employment, personal number, next of kin, beneficiaries, health conditions if any, etc. 2. New appointments / joiners report. 3. Acting appointments report. 4. Transferred employees report. 5. Employee addresses and contact details report. 6. Employees' summary reporting by specific criteria e.g., by department, grade etc. 7. Employees Locations report	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDAT ORY	BIDDER'S RESPONSE
	8. Employee turnover reporting and analysis 9. Disciplinary actions taken report 10. Positions Analysis 11. Contract Employees 12. Employees by Cost Centre 13. Employees Ethnicity Reports 14. Employees by Education Level 15. Promoted Employees 16. Retiring Employees 17. Terminated Employees 18. Transferred Employees 19. Workforce planning 20. Staffing level analysis 21. Ages of staff 22. Dates of employment 23. Report listing employee NHIF, NSSF, PIN, HELB, NSSF or NITA (National Industrial Training 24. Authority) details 25. Gender analysis 26. People with Disabilities (PWD) analysis 27. Skill set and competencies status: to list per employee the professional qualifications, 28. academic qualifications, learning / development map, job requirements.		

10.7 FUNCTIONAL REQUIREMENTS FOR SUPPLY CHAIN

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC01	The Supply Chain Management Unit will require a Module with the following functionalities: 1. Procurement and asset disposal planning 2. Procurement budget monitoring 3. Registration of suppliers 4. Purchase/stores requisition management 5. Sourcing of goods, works and services 6. Evaluation process 7. Preparation of professional opinions 8. Award of contracts 9. Procurement and contract management 10. Contract administration, implementation and monitoring 11. Inventory management 12. Supplier performance management 13. Store management 14. Stock taking 15. Management of outsourced transport services 16. Inspection and acceptance 17. Sale or disposal of assets 18. Asset management, distribution & maintenance 19. Replacement, scrapping and decommissioning 20. Physical verification and reconciliation	Yes	
	Purchase Requisition	Yes	
SC02	Ability to raise purchase requisitions for goods and services.	Yes	
SC03	Ability to support approval of requisitions through the system and define appropriate levels of approval as per example given below 1. Supervisor of Originator 2. General Stores manager 3. Head of department	Yes	
SC04	System should also support automatic budget check	Yes	
SC05	Ability to assign purchase and stores requisitions to relevant personnel in Procurement	Yes	
SC06	Ability to view all requisitions raised for a particular item to avoid duplications	Yes	
SC07	Ability to link requisitions to stores to check stock availability	Yes	
SC08	Ability to convert requisition to request for quotations (RFQ) automatically.	Yes	
SC09	Ability to send request for quotations to prequalified vendors	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	electronically		
SC010	Ability to consolidate multiple purchase requisitions from different departments/equipment for similar items	Yes	
SC011	Ability for authorized personnel to track the approval status of purchase requisitions	Yes	
SC012	Ability to attach documents (e.g., Word, excel, pdf etc) with the header and lines of purchasing documents (PR, RFQ, Quotes and PO).	Yes	
SC013	Ability to raise Purchase Requisition against a project	Yes	
SC014	Ability to raise Purchase Requisition for service contract with vendors	Yes	
SC015	Ability to automatically create requisition if the qty on hand goes below re order level	Yes	
SC016	Ability to allow requisition based on the budget balance	Yes	
SC017	Ability to track different procurement methods including: 1. Direct 2. Restricted 3. request for quotations 4. open tender 5. expression of interest required	Yes	
SC018	Ability to enforce method of procurement based on criteria such as 1. Value 2. Urgency 3. nature of the item	Yes	
SC019	Ability to track timelines for procurement activities depending on whether it is a local or overseas	Yes	
	Formulation of procurement plan	Yes	
SC020	Ability to create annual procurement plan	Yes	
SC021	The system to allow work flow process for preparation and approval of the procurement plan based on various initiators/processors and approvers.	Yes	
SC022	The system must enable various divisions to develop their procurement plans for the year whose view can be broken down to enable viewing as per various periods e.g., month- on-month, week- on-week, etc.	Yes	
SC023	Ability to allow end users to create a procurement requisition based on the procurement plan.	Yes	
SC024	Automatic confirmation of procurement plans against departmental/divisional budget codes	Yes	
SC025	Consolidation of procurement plans of various department/division into a single procurement plan and vice	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	versa		
SC026	Ability to create, print and view of divisional, departmental and the consolidated procurement plan	Yes	
SC027	Enable the attachment of documentation to procurement plans submitted by departments and avail the same during consolidated viewing	Yes	
SC028	The system must be able to address the requirement of updating the procurement plan on a periodic basis by having an inbuilt workflow for updating and approval of the procurement plan	Yes	
SC029	Ability to track requisitions against the procurement plan at divisional, departmental and organization-wide level	Yes	
SC030	Ability to follow different requisition approval processes depending on the value of	Yes	
SC031	The system should be able to allow procurement personnel to group procurement plan requests into categories	Yes	
SC032	The system should be able to set alerts with respect to initiation of procurement plans	Yes	
SC033	Ability to indicate the approved method of purchasing for the requisition e.g., some requisition requires open tender, this should trigger the tender initiation process while others can trigger a purchase order directly.	Yes	
SC034	Provide a report of all pending requisitions as at a certain date showing how long they have been pending. Give periodic alerts to Procurement Division and the users for orders pending in the system.	Yes	
	Formulation of procurement plan – Reporting	Yes	
SC035	Ability to track and report on purchasing trends against the procurement plan	Yes	
SC036	Procurement Plan implementation report based on a defined criterion e.g., per period, division, department etc.	Yes	
	Registration/Prequalification of suppliers	Yes	
SC037	The system must support the registration and prequalification of suppliers	Yes	
SC038	The system must support an on-line supplier portal that shall allow interaction between suppliers and the Board.	Yes	
SC039	The suppliers should be able to: 1. Track on-line the status of their procurement documents (e.g., Order, invoice, etc.). 2. Maintain supplier information (e.g., Contacts, Directors, bank details, etc.) 3. Register as a supplier and submit bids and seek clarifications pertaining to open bids.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	4. Embed a workflow for the supplier registration and prequalification process and capture approvals and comments associated with this process		
SC040	Should be able to capture the following supplier details and maintain a central repository (supplier master database): 1. Supplier number (auto-generated) 2. Supplier type 3. Category of service 4. Items / services supplied 5. Supplier's name 6. Multiple supplier addresses 7. Office address 8. Physical location 9. Nature of business 10. Telephone 11. E-mail address 12. Trade license no 13. Certificate of incorporation/registration 14. Registration no. & date 15. Tax compliance certificate number 16. Tax compliance certificate expiry date 17. VAT Certificate Number 18. VAT number 19. PIN Certificate 20. PIN number 21. Details of directors (name, nationality, shares) 22. Share capital 23. Name of bankers 24. NSSF Compliance Certificate 25. NHIF Compliance Certificate 26. Certificate of Good Conduct 27. Access to Government Procurement Opportunities (AGLPO/LSO) Certificate 28. Maximum value of business which can be handled by your firm at any given time 29. NCA Registration Certificate Number and date of registration (where applicable) 30. NCA Registration expiry date 31. NCA Approved Classification 32. IATA Registration Certificate Number and date of registration (where applicable) 33. IATA Registration expiry date	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	34. Bank details 35. Supplier status (Inactive) 36. Comments on the supplier 37. Ownership/directorship of the company		
SC041	The system must allow users in the procurement division to update the status of a successfully registered or prequalified supplier to various status e.g., active to inactive and vice versa.	Yes	
SC042	Allow sharing of supplier data in the central repository.	Yes	
SC043	Detection of duplicate suppliers based on unique multiple supplier identification number such as PIN, Internal NG-CDFB reference numbers, etc.	Yes	
SC044	For suppliers with more than one location, the system should be able to capture all the alternate locations of the supplier under one profile (belonging to the supplier).	Yes	
SC045	Enable the attachment of documents to supplier prequalification tasks e.g. tender advertised, supplier responsiveness, filled business questionnaire, prequalification document, etc.	Yes	
SC046	The system MUST be able to block the suppliers who have been debarred		
SC047	The system MUST be able to unblock the supplier by appropriate authority	Yes	
SC048	The system MUST be able to record complaints about the supplier.	Yes	
SC049	The system MUST maintain a list that shows the items supplied by different suppliers.	Yes	
SC050	The application MUST facilitate assignment of different items/products to a supplier upon prequalification/registration.	Yes	
SC051	The application MUST facilitate assignment of different items/products to a supplier upon prequalification/registration.	Yes	
	Registration/Prequalification of suppliers – Reports	Yes	
SC052	The system should maintain Purchases Year to Date (YTD) in number and currency per	Yes	
SC053	The system MUST support LSO/LPO reporting of supplier performance analysis in a given period	Yes	
SC054	The system MUST support LSO/LPO reporting of supplier performance in a given period e.g., Price, quality, delivery, rejected items in number and currency amongst others.	Yes	
SC055	The system MUST support LSO/LPO generation of a report on shortlisted suppliers	Yes	
SC056	The system MUST support LSO/LPO generation of a report on	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	status of supplier prequalification		
SC057	The system MUST support LSO/LPO generation of a report history of bidders who have been given work many times (to promote fairness). The report should have the following details: • Name of supplier • Date of award • Nature of work • Value of work • Date of prequalification	Yes	
SC058	The system MUST support LSO/LPO generation of reports for supplier company ownership	Yes	
SC059	The system MUST support LSO/LPO generation of historical information on purchase order/contract cancelled by Company, if any	Yes	
SC060	The system MUST support generation of reports for supplier company Ownership	Yes	
SC061	The system MUST support generation of historical information on purchase order/contract cancelled by Company, if any	Yes	
	Tendering and Requests for Quotations	Yes	
SC062	The system must be able to capture the following tender details. At a minimum, these details are: 1. Tender number 2. Name / description of service, goods or works 3. Tender submission format e.g., combined technical and financial proposal 4. Location of the bid document e.g., on website or obtained from procurement office 5. Tender submission location 6. Deadline for tender submission 7. Date of tender opening 8. Bid Bond/ Bid Declaration Certificate 9. Purchasing fee for tender documents & mode of submission (banker's cheque, cash, 10. insurance bond, etc.) 11. System generated evaluation criteria 12. Ability of online evaluation and scoring 13. System supported evaluation START of Tender closure and end Date after 30 days from closure 14. Tender evaluation results (both technical and financial results) 15. Currency of the quotations	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	16. Tender Validity period 17. Tender document (specifications, terms & conditions, etc.) 18. Status (Evaluation, under negotiation, awarded, advertised, etc.) 19. Value of tender/quotation 20. Name of bidder 21. Number of tenders issued 22. Responder details: Name of responders, value, technical and financial scores, etc. 23. System should be able to capture the tender opening proceedings and registration of attendees. 24. Location of the suppliers 25. Performance bond value 26. Expected date of start and completion 27. Source of funds/budget availability for the tender 28. User department 29. Date of contract signing 30. Name of persons signing the contract/signatories 31. Date of advertisement 32. System generated evaluation report 33. System generated professional opinion 34. Date of tender award 35. Method of tender procurement (direct procurement, open tender, restricted, etc.) 36. Reasons for using the method of procurement 37. Persons who approved the tender 38. Tender termination details: tender number, reasons for Termination		
SC063	The system should support LSO/LPO the generation of tender number for the different types of tenders	Yes	
SC064	The system must be able to print out the tender details above for purposes of advertisement and reporting	Yes	
SC065	The system should have the functionality to manage procurements through Open Tendering process	Yes	
SC066	The system should have the functionality to manage procurements through Request for Proposals process	Yes	
SC067	The system should have the functionality to manage procurements through Two-Stage Tendering process	Yes	
SC068	For all the above tendering processes, based on the Procurement Plan, it should then provide alerts (to user and procurement divisions) within a pre-defined advance period to	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	initiate tender requests.		
SC069	The value based on which the system determines whether an RFQ or a tender is needed should be configurable as per the procurement method.	Yes	
SC070	The system should support the RFQ process by providing a workflow that allows procurement Division to: 1. Receive purchase requisitions from the user department/division 2. Convert the purchase requisition into an RFQ if it is less than a specified amount 3. Allow prequalified suppliers to be selected. 4. Automatically send the RFQ to the selected suppliers via email or allow for printing 5. Convert an RFQ to the procurement division's purchase Requisition 6. Convert the procurement division's purchase requisition to an LPO/LSO upon approval 7. Email the approved LPO/LSO to a supplier.	Yes	
SC071	The workflow must be able to clearly capture all approval stages that have taken place.	Yes	
SC072	Provide functionality for evaluating and ranking supplier responses to an RFQ so as to determine the lowest quoting vendor.	Yes	
SC073	For each RFQ sent, the system should be able to capture the following details: 1. RFQ reference number 2. Description of service 3. Names of suppliers to whom the RFQ was sent 4. Name of responders 5. Prices quoted 6. Results of evaluation 7. User defined comments	Yes	
SC074	Ability to keep track of the tender evaluation process and stages and time frames through the process including: 1. Tender opening 2. Technical evaluation 3. Financial evaluation 4. Management of tender opening/evaluation committees 5. Supplier notification	Yes	
SC075	The management tender opening/evaluation committee's access rights are only valid for 30 days. System to provide	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	alerts and reminders to the committee members.		
SC076	Ability to track timelines for each stage of the procurement process	Yes	
SC077	Ability to maintain documents associated with the tender process such as: 1. Minutes of opening of tenders 2. Evaluation reports 3. Contracts 4. LPO/LSOs	Yes	
SC078	Ability to create a "single "contract number per physical contract that can be utilized across all operations of the ERP, and other NG-CDFB systems.	Yes	
SC079	Create standardized contracts quickly and easily by utilizing standard menus, lists and auto-fills for LPO/LSO population of contract data.	Yes	
SC080	Ability to create contracts using standard terms and Clauses.	Yes	
SC081	The system support LSO/LPOs required fields to avoid missing information	Yes	
SC082	The system differentiates between prospective and existing vendors.	Yes	
SC083	Allow special item products to be defined as needed	Yes	
SC084	The system should have the ability for contract specialists to document the products covered by the contract. This should include general and specific product information.	Yes	
SC085	Build mechanisms for pricing and service-level agreement flexibility into the contract.	Yes	
SC086	Support for document management to maintain a tender library of templates and sample documents for the various elements of a tender including tender terms and conditions, draft contract terms and conditions, specifications and related documents	Yes	
SC087	Ability to track timelines associated with each stage in the contract process and flag where these are exceeded	Yes	
SC088	Ability to track status of bid bonds. Bid bonds for unsuccessful bidders should be returned when sending regret letters.	Yes	
	Tendering and Requests for Quotations – Reporting	Yes	
SC089	The system MUST be able to generate reports on tenders in the pipeline and their status	Yes	
SC090	The system MUST be able to generate reports on status of the tendering process e.g., contract being drawn, awarded, evaluating, advertised as per specified periods. Alerts should	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	be created to remind users.		
SC091	The system MUST be able to generate reports on a list of tenders whose submission dates were extended.	Yes	
SC092	The system MUST be able to generate reports on a list of RFQ sorted by different criteria e.g., RFQ number, supplier, material group, material/product etc.	Yes	
SC093	The system MUST be able to generate reports on a price comparison list for RFQs.	Yes	
SC094	The system MUST be able to generate reports on a summary of tender awards by procurement method, value, reserved tenders etc.	Yes	
SC095	The system should generate reports on the responsiveness in a particular period e.g. How many responsive tenders in a particular period?	Yes	
SC096	The system should generate monthly contract status alerts to user divisions.	Yes	
SC097	The system should generate a list of tenders that have been terminated.	Yes	
	Purchase requisition and Purchase Order Management	Yes	
SC098	Embed a workflow for the purchase requisition process and capture approvals, comments	Yes	
SC099	The system should allow for requisition approvals based on the set thresholds for the different approvers in the work flow process.	Yes	
SC0100	Avail online a purchase requisition form for internal users for raising purchase requisitions to the procurement division. The purchase requisition form should capture the following details: 1. Department and Division raising the request 2. Requisition date 3. Description of the item requested 4. Quantity of items 5. Reasons for purchase 6. Technical specifications (e.g., TOR, engineering specifications, etc.) 7. Budget code 8. Budget Officer to confirm availability (this should be the funds available as at the time of making the requisition) 9. Name of requestor 10. User divisional/departmental/Director approval	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	11. Date of approval		
SC0101	Once the purchase requisition is submitted to procurement, the procurement division should be able to input extra data that will enable the requisition to be converted to a Purchase Requisitioning Order: 1. Name of suggested supplier 2. Address of suggested supplier 3. Quantity & unit of measure 4. Description/quality of goods 5. Costs 6. Name of alternative supplier 7. Address of alternative supplier 8. Delivery address 9. Delivery date of goods 10. Deadline of submission of the quotation/tender 11. Discount (percentages, amount) 12. VAT 13. Tender/quotation number 14. Opening Date 15. System generated price comparison 16. System generated comments/opinion for recommendation for award	Yes	
SC0102			
SC0103	The system should have a workflow that allows the following to be carried out when raising a purchase requisition	Yes	
SC0104	Enables verification of availability of funds of the requisition against departmental Budget so as to confirm the balance	Yes	
SC0105	Capturing approval/rejection of the requisition by the user departments/Divisional head	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0106	Verification by Budget Officer that the budget code has been allocated correctly	Yes	
SC0107	Computation of divisional budget balance following the final approval of the purchase requisition	Yes	
SC0108	The workflow for raising a purchase requisition must be set up such that approval of the budget code associated with a purchase requisition is subjected to the approved procurement plan and the available budget	Yes	
SC0109	The system should be able to perform funds reservation for budgeted Items	Yes	
SC0110	For purchase requisitions that have been rejected, the system must be able to release the commitment of funds	Yes	
SC0111	The system must automate the raising of purchase requisition for stocked and non-stocked goods, and services from short listed suppliers	Yes	
SC0112	The system MUST capture the following details for Purchase order header 1. LPO/LSO Number 2. LPO/LSO description 3. LPO/LSO type (maintenance & repair, one-time purchase, and service contract) 4. Requestor ID 5. Supplier physical address 6. Suppliers' contact person/directors 7. Expected delivery date 8. Comments 9. Delivery address 10. Terms 11. Payment term 12. Full /Partial Delivery 13. P.O date 14. Warranty 15. Total value of the LPO/LSO/Contract 16. Quantity 17. And any other necessary details for an LPO/LSO 18. Local Agent 19. Audit Trail of the Creator, Approver and Modifier of the LPO/ LSO	Yes	
SC0113	The system SHOULD be able to print the LPO/LSO information with company logo only once as an original copy. The re-print option SHOULD indicate duplicate copy.	Yes	
SC0114	The system must have a workflow for generation / raising of	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	local purchase orders following approval of purchase requisition		
SC0115	Ability to record purchase order acknowledgement from vendor when LPO/LSO is sent	Yes	
SC0116	The system should be able to generate Purchase Orders (LPO/LSO) through a workflow.	Yes	
SC0117	System should automatically generate an alert if acknowledgement is not received within a specified time from LPO/LSO issue date	Yes	
SC0118	All LPO/LSOs generated should include terms and conditions; the system should allow for the definition and maintenance of the terms and conditions.	Yes	
SC0119	The system shall allow an authorized user to update delivery or payment method for a purchase order	Yes	
SC0120	Ability to consolidate related procurements	Yes	
SC0121	The system shall notify the user about any changes made to the order.	Yes	
SC0122	Confirmation of item stock levels prior to raising a purchase requisition	Yes	
SC0123	The system should have a workflow for processing Purchase Requisitions where: 1. The supplier and prices have been identified (Prequalified) 2. The system must be able to capture all approvals related to the purchase requisitions. 3. Electronic signoff/approvals at the user department level (name, department, Division, date of approval) 4. Approval references such as referencing to tender deliberation minutes/reports etc. 5. All approvals on the system must be clearly captured.	Yes	
SC0124	The system should have provision for raising purchase requisition for recurring services automatically	Yes	
SC0125	The system should have provision for raising purchase requisition for recurring services that do not issue an invoice such as invoices from utility companies, etc.	Yes	
SC0126	The system should be able to provide for supplementary Purchase Orders and Purchase Requisitions	Yes	
SC0127	System should be able to support LSO/LPO procurement of different services i.e., fixed rate contract service/fixed rate temporary labor/rate based temporary labor	Yes	
SC0128	Manage the entry of Service Entry Sheets i.e., the	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	acknowledgement of the of services received against an LPO/LSO or Contract		
SC0129	System should be able to show International commercial terms and display clearly the terms with selection options for Countries and their city (s). the final output on LPO/LSO should be e.g., Free on Board (FOB)	Yes	
SC0130	Ability of the system to input and analyze price trending per item and units of Services (Market Survey)	Yes	
SC0131	Ability of the system to track the total cost of Ownership for projects. The system to provide traceability of all cost relating to initial acquisition, installation, maintenance/support LSO/LPO as well as disposal/residual value especially for projects.	Yes	
SC0132	The system should be able to generate an acceptance certificate provide flex fields for end user acceptance of goods and comments for both the NG-CDFB internal processes and the supplier.	Yes	
SC0133	Ability of system to generate material requests based on the set-up min-max levels.	Yes	
SC0134	Ability to have the material requests generated go through an approval process and a purchase order or requisition created from them.	Yes	
SC0135	Ability of the system to allow for multiple line description per LPO/LSO	Yes	
SC0136	Processes multi-item type LPO/LSOs	Yes	
SC0137	The system should be able to process LPO/LSOs with multiple delivery Locations	Yes	
SC0138	The system Checks for duplicate Purchase order numbers	Yes	
SC0139	Purchase order/requisition numbers to be system assigned	Yes	
SC0140	System should allow reprint of LPO/LSO with 'copy, amendment no., reprint' marked on the print out	Yes	
SC0141	Ability to enter project details while creating purchase order and interface the details to budget module	Yes	
SC0142	Ability to print purchase order terms and conditions	Yes	
SC0143	Ability to allow authorized users to track status of approval their purchase requisitions and related purchase orders	Yes	
SC0144	Ability to restrict information that end users should view in the procurement process	Yes	
SC0145	Ability to enforce requirement for a contract based on the nature of items/service or value	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	Purchase requisition and Purchase Order Management-Reporting	Yes	
SC0146	The system MUST Provide a report of all requisitions for a specific Period	Yes	
SC0147	The system MUST provide a report of all pending requisitions as at a certain date showing how long they have been pending	Yes	
SC0148	The system MUST generate reports on Frequency and volumes purchased and seasonal trending of items	Yes	
SC0149	The system MUST generate reports on a list of open purchase orders	Yes	
SC0150	The system MUST generate multi-dimensional reports on open purchase order e.g. By cost center etc.	Yes	
SC0151	The system MUST generate reports on overdue supplies, which can be used to follow-up with suppliers for the material to be supplied.	Yes	
SC0152	The system MUST generate reports on Purchase order commitment for the specified period.	Yes	
SC0153	The system MUST generate reports on Purchase order detail showing the details of all type of purchase orders specified by the user. It MUST display the quantity received against the purchase order.		
	Goods/Services Receipts and Inspections	Yes	
SC0154	The system allows for the receipt of goods, services, works, repaired items, inter stores	Yes	
SC0155	The system automates generation of Goods Received Note (GRN) that must be associated / matched with an open Purchase Order(s).	Yes	
SC0156	The system allows for full or partial receipts against a purchase order or contract	Yes	
SC0157	The system must allow for the inspection of goods/services/works	Yes	
SC0158	The system must allow for ad hoc set up of the Inspection and Acceptance Committee	Yes	
SC0159	The system must be able to capture the Inspection and Acceptance Committee reports after a workflow approval process	Yes	
SC0160	The system must be able to address situations where the goods have been received but needs to be returned to the supplier.	Yes	
SC0161	The system should be able to provide alerts to key stakeholders on attainment of certain GRN status	Yes	
SC0162	System should allow invoicing only for an approved GRN or for consolidated GRNs	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0163	The system SHOULD have the ability to support one-time vendors	Yes	
SC0164	The system SHOULD have the ability to maintain approved supplier catalogue/lists for	Yes	
	Goods/Services Receipts and Inspections – Reporting	Yes	
SC0165	The system should have the ability to generate reports on pending Purchase Requisition	Yes	
SC0166	By supplier, by item and by department.	Yes	
	Stores Management	Yes	
	Inventory Item	Yes	
	Inventory Item – reporting	Yes	
SC0167	The system can generate, per storage location, the store movement reports including: 1. Current stocks (Value and Quantity reports, reorder level, balance to reorder level, etc.) 2. Receipts per a selected period (Value and Quantity LPO/LSO reports) 3. Issues per a selected period (Value and Quantity reports) 4. Transfers ((Value and Quantity reports)) 5. Damaged stocks (Value and Quantity reports) 6. Expired stocks (Value and Quantity reports)	Yes	
SC0168	Stock Analysis Report: this report gives information classifying all the items available based on their importance and value as follows: 1. Item categories Report 2. Stock issues 3. Per user 4. Per department/Division	Yes	
	Inventory maintenance	Yes	
SC0169	Embed a workflow for the receipt/rejection of inventory (including related procurement and stores movements) and capture approvals, comments and documentation associated with this process/task and updating of the inventory data.	Yes	
SC0170	Automatic updating of inventory levels and balances after issuance/reception of inventory (stocked items and services)	Yes	
SC0171	Valuation of stock: The following options must be available for calculating the unit cost of a good in the store: 1. Last in First Out (LIFO) 2. First in First Out (FIFO) 3. Simple average 4. Weighted average	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0172	The following details should be captured for updating the stock levels: 1. Item / part number 2. Item name 3. Inventory type/category 4. Item description 5. Stock date 6. Comments 7. Goods Receipt Note (GRN) number 8. Delivery note number 9. Quantity in 10. Cost of items 11. Quantity out 12. Expiry date 13. Supplier number (referenced to the supplier master data in the procurement module) 14. Supplier name (referenced to the supplier master data in the procurement module)	Yes	
SC0173	Allow the receiving of inventory both at once and partially	Yes	
SC0174	Should maintain a central access-controlled items master database	Yes	
SC0175	The system must give alerts and notifications when stocks are at the re-order level	Yes	
SC0176	Embed a workflow for the disposal of items (fixed assets and store items) and capture approvals, comments and documentation associated with this process/task and Updating of the information in the fixed asset register or inventory.	Yes	
SC0177	Support the identification of items for disposal both manually and through preconfigured rules e.g., expired, useful life exhausted, damaged, etc.	Yes	
SC0178	Automatic generation of disposal codes	Yes	
	Inventory maintenance – Reporting	Yes	
SC0179	The system must have provision for extracting any or all of the information above as a report.	Yes	
	Stock takes	Yes	
SC0180	The system should be able to generate a Stock take count lists	Yes	
SC0181	Allow the manual stock verification stock counts capture by the system, reconcile the physical count against the system count and produce a variance report	Yes	
SC0182	The system should allow for the different actions to be carried out to address the identified variances (e.g., adjustments of the system values, or capture of missing store movements, etc)	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0183	The system should allow for approval of the stock take through a workflow process	Yes	
SC0184	The system should allow for the following types of stock takes: 1. Annual stock take 2. Periodic stock takes 3. Ad hoc stock takes 4. Select (e.g. Fast-moving items, etc.) stock takes	Yes	
SC0185	The system should have the ability to stop, complete, approve/cancel, and/or suspend the movement freeze the stock movements during the period of stock take.	Yes	
SC0186	The system should allow for scheduled stock takes alerts	Yes	
SC0187	The system should have the ability to set up an ad hoc Stock take and Physical	Yes	
SC0188	The system should have the ability to set up access rights to the ad hoc Stock take and Physical Verification Committee for only the duration of the stock take	Yes	
SC0189	The system should have the ability to carry out the stock take for a division or stock room	Yes	
SC0190	The system should have the ability to generate all standard reports with respect to stock takes	Yes	
SC0191	The system should allow for capture of stock take notes/observations to accompany the	Yes	
	Additional Reporting requirements	Yes	
SC0192	In addition to providing a flexible reporting mechanism, the system must be readily able to generate the following reports: 1. Value of store with options for calculating the value of the Store 2. With items flagged for disposal 3. Minus items flagged for disposal	Yes	
SC0193	The officer in charge of the procurement function should have access to a screen that provides him/her with an update on the status of all workflows in his/her division. The objective of this is to allow the officer in charge of the procurement function to have an overview of the status of all requests and activities of his department.	Yes	
	Project Administration and Accounting	Yes	
SC0194	The system is expected to provide fully automated interfaces with the following procurement module to receive supplier invoices	Yes	
SC0195	The system MUST perform flexible budgeting for capital and operating projects while adhering to level of budgetary controls established in the General Ledger.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0196	The system should have the ability to differentiate transactions between operating and capital budget items.	Yes	
SC0197	The system should provide budget forecasting for multi-year periods, which can support development of a Capital Improvement Plan and an Operating Project Improvement Plan.	Yes	
SC0198	The system should allow for multiple fiscal year budgets for projects.	Yes	
SC0199	The system should provide multiple revisions and amendments to the budget in the above	Yes	
SC0200	The system should track projects over multiple years.	Yes	
SC0201	The system should track projects by budgets.	Yes	
SC0202	The system should allow users to create and maintain project schedule templates.	Yes	
SC0203	The system should support the recording of scanned supporting documentation, and will link the document from the document management system (DMS) with the ERP transaction.	Yes	
	Project Accounting	Yes	
SC0204	The system MUST be completely integrated with other system modules to provide real-time transactional information for requisitions, contracts and labor distributions. These modules include but are not limited to the following: 1. Purchasing 2. Payroll	Yes	
SC0205	The system MUST track both outsourced contracts and in-house spending to a project.	Yes	
SC0206	The system should track multiple contracts to a single project	Yes	
	Project Budgets	Yes	
SC0207	The system should allow for inquiries into project budgets, pre- encumbrances/encumbrances, revenues, and expenditures at any level	Yes	
SC0208	The system should access prior years' project cost.	Yes	
SC0209	The system should establish reimbursable budgets for projects.	Yes	
SC0210	The system should track Reimbursable budgets control expenditures available for project	Yes	
SC0211	The system should report actual project cost-to-date for the capital or operating budget.	Yes	
	Reporting Requirement for Project Administration and Accounting	Yes	
SC0212	The system should provide multiple levels of reporting	Yes	
SC0213	Dynamic reports with the provision for a drill-down capability.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0214	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
SC0215	Following additional reports: 1. Monthly budget reports 2. Quarterly budget reports 3. Reallocation reports 4. Actual vs. Budget 5. Year expenditure/revenue reports 6. Annual budget reports	Yes	
	E - Tendering Requirements	Yes	
	Access E – Tendering Portal	Yes	
SC0216	Access to the e-tendering system should be by way of either User ID/Password	Yes	
SC0217	for some Tenders and through digital signatures and an existing Telegram bot for some Tenders (based on NG-CDFB criteria). All ways of Access should be available. NG-CDFB should be able to decide which Tenders will be accessed through User ID/Password and which will be through digital signatures.	Yes	
SC0218	The portal MUST be able to interface with the Telegram Application in a predefined bot.	Yes	
SC0219	It should be possible for the Administrator to create Tender Owners and Users with any of the two modes i.e., User ID and Password or with digital signatures	Yes	
SC0220	The system should have at least 3 levels of Access Control: 1. Administrator - who will be the super User and create Internal Users 2. Tender Owners - who can approve Tenders 3. Users - Third Level will be the Users who will create Tenders, create corrections, attend 4. pre-bid meetings, download Tender documents of Vendors, evaluate etc. 5. Users (Outside the Organization)	Yes	
SC0221	The system should cover full life cycle of purchase (from Initiation to Purchase Order)	Yes	
	Types of Tenders	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0222	Should support various types of Bids applicable at NG-CDFB namely: 1. Open Tendering 2. Request for Proposals 3. Request for Quotations 4. Restricted Tendering 5. Direct Procurement 6. Low Value Procurement 7. Design Competition 8. Electronic Reverse Auction 9. Framework Agreements 10. Force Account 11. Two-Stage Tendering	Yes	
SC0223	The system should have the facility of tender preparation/indent / Creation that allows 1. Approve and reject Indent 2. Split Single Indent into multiple Tenders	Yes	
	Tender Notice Creation	Yes	
SC0224	It should be possible to float Tender notice in any format including emailing of tender notice Government Advertising Agency, selected or pre-qualified bidders	Yes	
SC0225	Notices should be visible to Vendors only after it is approved	Yes	
SC0226	System should allow Archival of Tenders and allow retrieval when required.	Yes	
SC0227	System should allow Cancelled Tender to be revived	Yes	
SC0228	It should be possible to categorize a Tender as New, Live, Archived, on-hold, Cancelled,	Yes	
SC0229	There should be provision for attaching images with Tender Notice	Yes	
SC0230	The system should have the capability of assigning unique internal reference number to	Yes	
SC0231	There should be a facility for Online Pre-bid Meeting, if required	Yes	
	Tender Setting		
SC0232	System should support Tenders with or without RFP cost	Yes	
SC0233	System should support Tenders with bid security requirements (or Earnest Money	Yes	
SC0234	System should support Tenders with or without Pre-Bid Meeting	Yes	
SC0235	System should support Tenders with or without pre-qualification phase	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0236	System should support Tenders with or without Technical Bid	Yes	
SC0237	System should have provision for inviting EOI and issuing RFP to only pre-qualified	Yes	
SC0238	System should have inbuilt check to ensure that incomplete bids in any manner is not	Yes	
SC0239	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.	Yes	
SC0240	System should have facility of sending emails to all Registered Vendors	Yes	
SC0241	System should have the ability to set maximum size of single file upload	Yes	
SC0242	System should have ability for uploading various types of documents	Yes	
SC0243	System should have facility for Vendor Registration & Administration	Yes	
SC0244	It should be possible to down load Tenders free of cost or at determined cost	Yes	
SC0245	System should maintain Vendor details of those Vendors who have downloaded the	Yes	
SC0246	It should be possible to specify online brief description of the Tender to enable Vendors	Yes	
SC0247	System should allow upload of multiple documents for a Tender.	Yes	
SC0248	System should have the facility of virus scan for uploading documents	Yes	
	Electronic document formats	Yes	
SC0249	Support the capture of records created in native file formats from commonly used Software applications such as: 1. standard office applications (word processing, spreadsheets, presentation, simple databases) 2. email client applications 3. imaging applications 4. web authoring tools		
	Online Pre-Bid Queries	Yes	
SC0250	The system should allow Vendors to post any number of questions.	Yes	
SC0251	It should be possible for Vendors to upload pre-bid queries within the timeline prescribed	Yes	
SC0252	The system should have the facility of masking the name of the Vendors who have raised the questions and should be visible only to NG-CDFB	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0253	It should be possible to upload corrigendum and correlate them to the main Tender	Yes	
SC0254	Corrections should be maintained chronologically	Yes	
SC0255	Corrigendum should be made visible to all those who have already downloaded the	Yes	
	Vendor Registration	Yes	
SC0256	Only those Vendors who Register with NG-CDFB for each Tender shall have access to the Tender	Yes	
SC0257	It should be possible to provide different levels of access to the employees of the Vendors as required by them	Yes	
SC0258	New vendors have to register online on the E-procurement website by providing requisite details and obtain valid username, password and Vendor	Yes	
SC0259	ID for participating in the bidding process	Yes	
SC0260	The system should have Provision for uploading / updating of vendors.	Yes	
SC0261	Authorized NG-CDFB users should have the authority to change the vendor details.	Yes	
SC0262	Option to be provided to upload the Public Documents like Terms & Conditions, Calendar of Events, etc.	Yes	
SC0263	Option to add / modify the different taxes like, VAT, Withholding Taxes, Excise Duties, Customs duty	Yes	
SC0264	Option to Approve/Reject the vendor based on his technical suitability for each item is to be provided.	Yes	
	Bid Submission	Yes	
SC0265	System should allow online submission along with attachments	Yes	
SC0266	Allow extension of tenders opening date before closure of tender	Yes	
SC0267	Tender Opening links should not get activated before due date and time	Yes	
SC0268	As each phase gets completed the comparative chart of Vendors should get auto generated	Yes	
SC0269	Rejected Vendors should not qualify for next round automatically	Yes	
SC0270	System should have the facility to export data to spread sheets	Yes	
SC0271	System should support online Tender Opening where Vendors can participate online from their respective offices	Yes	
SC0272	“Generate Bid Comparison Sheet”, Comparative Statement should be generated automatically. The Comparative Statement will be in MS Excel format.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	Bid Opening		
SC0273	In case of multi envelope Tender, it should not be possible to open the second stage envelope unless the first stage (envelope) is completed	Yes	
SC0274	System should have a provision that NG-CDFB can see the name of the Vendors who are present online at the time of online Tender Opening event	Yes	
SC0275	System should have a provision such that Suppliers can mark their presence online when they try to participate in online Tender opening event	Yes	
SC0276	Financial tender opening links should not get activated before due date and time.	Yes	
SC0277	Should support appointment the online appointment of the various Procurement Committees (e.g., Tender Opening, Evaluation, Disposal, Inspection and Verification, Specialized Contract Implementation Team) with the various approval level.	Yes	
	Bid Evaluation		
SC0278	Ability to analyze quotations	Yes	
SC0279	Specifications issued during purchase requisition should be available during evaluations and inspections	Yes	
SC0280	System should electronically store the minutes to each purchase request. In particular, the Evaluation committee minutes should be linked to the purchase requisition.	Yes	
SC0281	No amendments to confirmed minutes should be allowed by the system	Yes	
SC0282	System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bid's details.	Yes	
SC0283	The system should be able to capture the technical evaluation criteria including Mandatory criteria, detailed evaluation showing minimum score for which the bidder proceeds to the next level	Yes	
SC0284	The system should provide a linked timeline of all the activities related to a purchase request from the time the user raises the requisition to the point the supplier gets payment.	Yes	
	Reverse Auctioning		
SC0285	System should have provision of Reverse / Forward auctions, including Rank bidding, Alias bidder etc.	Yes	
SC0286	System should have provision for Parameters Defining and Setting of Opening Price, Historic Price, Reserve Price etc.	Yes	
SC0287	The System should display and record Start and End Time	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0288	There should have flexibility for Extensions of closing rules and/or Times	Yes	
SC0289	There should be facility of Uploading file attachments	Yes	
SC0290	There should be facility for Message Broadcast to Vendors during auction for information and clarification	Yes	
SC0291	Administration features like Roles and Rights, Checking login status of participants etc. should be available	Yes	
SC0292	The system should be capable of providing event-wise history, Vendor-wise, Product-wise, date-wise reports	Yes	
SC0293	System should have the provision to generate L1, L2, L3 chart dynamically	Yes	
SC0294	Audit Trail - logs should be available for all User Transactions and administrative actions	Yes	
SC0295	The system should have the ability to set: 1. Auction Opening Price 2. Auction Historic Price 3. Auction Reserve Price 4. Revised Extension Times 5. Auction Start and End Time	Yes	
SC0296	The system should have the ability to set Data validation rules, Auction Rules like lowest / highest bid wins or highest / lowest quality wins etc.	Yes	
SC0297	Facility is provided to NG-CDFB to define criteria for accepting bids during the auction, with any one of the following options: 1. 'Meet or Beat on Start Price' and also 'Beat on Rank-1 Bid' 2. 'Meet or Beat on Start Price', and also 'Meet or Beat on Rank-1 Bid' 3. 'Beat on Starting Price', and also 'Beat on Rank-1 Bid' 4. 'Meet or Beat on Start Price', 'Beat on own Last Bid'	Yes	
SC0298	Should have ability to provide for selection of the 'Currency' for bidding.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0299	The system's Disclosure Norms for Security & Transparency capabilities should allow for: a) Display of system-generated 'Pseudo-Identity' in lieu of each Bidder's 'Actual- b) Display of Rank-1 Bid Details (i.e., Rank-1 Bidder's Identity) c) Display of Bidder's Own Rank d) Display of Other Bidders' Details e) Display of Reserve-Price	Yes	
SC0300	The system maintains a complete Audit-trail of the various activities of the auction	Yes	
	Purchase Indent Management	Yes	
SC0301	Indent Creation/tender preparation - Facilitate online creation of the works and goods indents in standardized formats. Facilitate upload of documents (Drawings-scanned or NG-CDFB format, technical specifications, etc.) with the indent. The system should auto generate a unique indent number for each new indent.	Yes	
SC0302	Demand Aggregation - In case of goods procurement, provide online templates for demand estimation from several divisions' locations. Support LSO/LPO consolidation of several indents into a single indent by a centralized indenting authority.	Yes	
SC0303	Estimate Preparation – In case of works and goods procurements facilitate preparation of estimates should be supported.	Yes	
SC0304	Indent Approval Workflow - Facilitate hierarchy-based workflow in the system for creation and approval of the indent. In the workflow system, comments made by an approver at each stage or creator should be frozen, stored and viewable. In case of works procurement, facilitate the workflow for creation and approvals (Administrative & Technical Approvals) of plans and estimates. Facilitate configuration of separate workflows depending on the type & value of work selected at the time of creating the indent (e.g., major or minor work, original or repair, etc.)	Yes	
SC0305	Indent Approval - Facilitate online review of submitted indent by the approver. In case of works procurement, support LSO/LPO use of Digital Certificates for providing administrative approval and technical sanction online. Facilitate providing comments, etc. with the indent. System should capture comments of the approvers at each stage.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	Update/cancel the indent number based on the results of the review by the authorized approver. Provision for modifications/ amendments after publication of indent		
SC0306	Identification of indents under project code - Allow linking of the indent number with the overall project code, if the procurement is part of a bigger project with multiple procurements (indents). Facilitate computation of the overall project expenditure based on the expenditures of the individual procurements (indents) linked to the project code	Yes	
SC0307	Integration with Budgeting Module - Allow integration with existing budgeting module to facilitate validation of project (indent) cost with available departmental budget, to avoid project cost overruns	Yes	
SC0308	Indent Tracking - Allow tracking of the indent throughout the creation and approval cycle using the unique indent number	Yes	
	Vendor Contract management		
SC0309	The system should support the automatic/balanced allocation of the file(s) to the contract drafting officer for drafting the contract	Yes	
SC0310	The system should support the sending of an allocation alert to the drafting officer and contract reviewer(s)	Yes	
SC0311	The system should support the reallocation instructions by the reallocating officer and capture the reason for the reallocation	Yes	
SC0312	The system should support the upload, storage, versioning and tracking of iterations of draft documents in their original form (e.g., MS Word, MS Excel, PDF, etc.)	Yes	
SC0313	The system should support the insertion of annotations on the draft contract document by each reviewer	Yes	
SC0314	The system should support the tracking of comments made by reviewers (i.e., both internal and external reviewers)	Yes	
SC0315	The system should support the final editing of the penultimate contract (i.e., Notification of award, Letter of acceptance, negotiation minutes, draft contract, etc.) by the drafting officer	Yes	
SC0316	The system should support the uploading of the signed contract by authorized personnel	Yes	
SC0317	System should enable supplier(s) to digitally sign the contract upon granting of access rights.	Yes	
SC0318	The system should support the sending of alerts upon uploading of the signed contract to the relevant internal stakeholders (e.g., Finance, Procurement, user departments, etc.)	Yes	
SC0319	The system should support the flagging of the file serialized	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	number with the various statuses such as opened, signed, registered, open, on-hold, closed.		
	Project Management Requirements		
SC0320	The bidder MUST provide information on the proposed, recognized methodology for implementing the integrated Enterprise Resource Planning including the functional analysis, installation, configuration, testing, staging, data migration deployment	Yes	
SC0321	The vendor MUST develop an overall implementation strategy which includes a comprehensive project implementation plan; it shall include, but not be limited to: 1. Tasks estimation 2. Project planning 3. Work allocation 4. Progress tracking and monitoring 5. Reporting scenarios	Yes	
SC0322	The vendor MUST develop an issues resolution methodology.	Yes	
SC0323	The vendor must be verifiable with manufacturer of the system	Yes	
SC0324	The vendor MUST develop a risk identification and mitigation strategy and develop a contingency plan.	Yes	
SC0325	The vendor MUST develop technical standards for modifications, security, conversion, and system administration for all modules.	Yes	
SC0326	The bidder MUST describe what tools and techniques will be used in managing this	Yes	
SC0327	The bidder MUST describe the project management team structure, along with their technical qualifications and roles and responsibilities of all team members.	Yes	
SC0328	The bidder MUST describe the approach that will be used for task management and tracking as well as project meetings and documentation, as well as the updating of the senior management on timely status of the project.	Yes	
SC0329	The bidder MUST describe what resources (Business & IT resources) will be necessary for the project to succeed including clear resource roles and responsibilities during the project and how to better utilize these resources, and transfer the knowledge for them.	Yes	
SC0330	The bidder MUST describe what procedures will be used to keep the project on track, and what escalation procedures will	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	be used to address any problems with project		
SC0331	The bidder MUST describe process of transferring the knowledge and training of NG-CDFB	Yes	
SC0332	The bidder MUST provide specifications and a list of all project deliverables.	Yes	
SC0333	The bidder MUST NOT propose a development, customization or implementation model where offshore resources are required to log on to onshore servers, instead the vendor MUST propose a plan for performing all development activities on – site.	Yes	
	Asset Management System Requirement		
SC0334	The system must interface with the procurement and inventory management module. For items defined as assets, there should be an embedded workflow for updating the asset register with all the requisite details	Yes	
SC0335	The system should provide a notification to Asset Manager once an item marked as assets	Yes	
SC0336	Ability to generate asset tag based on asset class & predefined sequence numbering to help in the process of physical verification process.	Yes	
SC0337	Ability to allocate each asset to one or more insurance policies	Yes	
SC0338	Provide alerts for payment of insurance premium before the expiry	Yes	
SC0339	Ability to trigger off alerts as reminders for maintenance for assets	Yes	
SC0340	Ability to register and track warranty information	Yes	
SC0341	Ability to associate a fixed asset with a regional office and calculate depreciation expense	Yes	
SC0342	The system provides the ability to store manufacturing information	Yes	
SC0343	The system provides the ability to store supplier information.	Yes	
SC0344	The system provides the ability to track to what system a piece of equipment belongs to	Yes	
SC0345	The system provides the ability to track the asset purchased, installed dates, removed dates, original costs, life-to-date repair costs, current replacement costs.	Yes	
SC0346	The system provides the ability to allow for categorization of an asset (apply different depreciation methods for different components of a major asset)	Yes	
	Asset Movement Management		

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0347	The system should have the functionality to request for and get approval of an asset movement/transfer from one location to another	Yes	
SC0348	The system should have the functionality to monitor the asset movements within NG-CDFB	Yes	
SC0349	Provide facility to generate asset movement forms and approvals when asset is moved and identify current location and current user (whenever it is applicable)	Yes	
SC0350	Ability to facilitate inter-region / inter-department asset issues and transfers	Yes	
SC0351	Ability to facilitate inter-region / inter-department asset receipts	Yes	
	Reporting Requirements for Asset Movement Management		
SC0352	The system should have the functionality to produce standard reports on the asset movements within NG-CDFB	Yes	
	Asset Maintenance Management	Yes	
SC0353	The system must be able to maintain an Asset Maintenance budget and total life cycle of the asset	Yes	
SC0354	The system should have the functionality to manage Preventive maintenance. It should have the ability to: 1. Define PM (preventative maintenance) parameters per asset 2. Define PM inspection schedules per asset 3. Capture PM inspection feedback reports per asset 4. Capture PM actions carried 5. Update PM next inspection date 6. Capture the team (internal or outsourced) scheduled to carry out the PM 7. Track all stock items issued towards the asset maintenance work order 8. Track all outsourced service orders issued towards the asset maintenance	Yes	
SC0355	The system should have the functionality to manage Breakdown Maintenance. It should have the ability to: 1. Capture repairs reported per asset 2. Capture repairs inspection feedback reports per asset 3. Capture repairs actions carried 4. Define repairs next inspection date 5. Define the next repair actions 6. Capture the team (internal or outsourced) scheduled to carry out the repairs	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	7. Track all stock items issued towards the asset maintenance workorder 8. Track all outsourced service orders issued towards the asset maintenance		
	Reporting Requirements for Asset Maintenance Management		
SC0356	Provide reports on: 1. PM scheduled, conducted on time, conducted after due date, and not yet done 2. Per selected period/department/organization unit actions carried out under: 3. Per selected period/department/organization unit the costs incurred under:	Yes	
SC0357	The system should generate the following reports: 1. Assets beyond their useful life 2. Assets that have been maintained over a select period 3. Assets with maintenance costs over a select threshold 4. Assets with +/- maintenance budget balances	Yes	
SC0358	The system should be able to generate the following work order reports: 1. How many work orders in a certain time period were scheduled or non- Scheduled 2. How many work orders in a certain time period by reason, subassembly and/or repair type 3. Open work orders by type, by status (pending, waiting parts, etc.), by location, and/or by asset category	Yes	
SC0359	The system should be able to generate the Asset/Equipment downtime report by summary or detail by user defined periods for: 1. Each location 2. Cost center 3. Asset Category 4. Ability for creating annual disposal plans	Yes	
SC0360	The system should have the functionality to manage different types of asset disposals at NG-CDFB.	Yes	
SC0361	The system should have the functionality to manage asset	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	disposals through Sale by Public Tender process		
SC0362	The system should have the functionality to manage asset disposals through Sale by Public Auction process	Yes	
SC0363	The system should have the functionality to manage asset disposals through Donation	Yes	
SC0364	The system should have the functionality to manage asset disposals through Trade-In	Yes	
SC0365	The system should have the functionality to manage asset disposals through Waste/Destruction/burying Disposal process	Yes	
SC0366	Ability to mark assets, in the approved disposal plan, for disposal as well as re-admit assets back into the assets listing.	Yes	
SC0367	Ability to calculate and create automated journals and reverse accumulated depreciation at the time of sale, scrap, and retirement of asset	Yes	
SC0368	The system should have the functionality for the estimation of disposal costs, and ensuring that costs recovered are sent to the appropriate location in budget module	Yes	
	Asset Disposal Management	Yes	
SC0369	Manage all asset disposal related data including dates, rates and attachable documents.	Yes	
SC0370	Allow for the management of important dates in the asset disposal plan (deadlines, stages and conditions).	Yes	
SC0371	Create individual reports for presenting data on asset disposal	Yes	
SC0372	The system must enable various divisions to develop their disposal plans for the year whose view can be broken down to enable viewing as per various periods e.g., month-on-month, week-	Yes	
SC0373	Consolidation of disposal plans of various divisions into a single disposal plan and vice versa	Yes	
SC0374	Ability to view and print divisional and consolidated disposal plan	Yes	
SC0375	Have a workflow for disposal plan preparation and approval	Yes	
SC0376	Enable the attachment of documentation to disposal plans submitted by divisions and avail the same during consolidated viewing	Yes	
SC0377	The system must be able to address the requirement of updating the disposal plan on a periodic basis by having an inbuilt workflow for updating the disposal plan	Yes	
SC0378	Ability to track disposal requisitions against the disposal plan at divisional level and	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	company- wide level		
SC0379	The system should be able to allow categorization of disposal plan requests	Yes	
SC0380	The system should be able to set alerts with respect to initiation of disposal plans preparation	Yes	
SC0381	The system should have a functionality that allows one to generate a number of different standard reports, including: 1. Current asset tagging listing 2. List of fixed assets transferred between locations or custodian during the period 3. List of newly added fixed asset 4. Assets disposed during the period indicating the reserve disposal price, Actual disposal price, 5. Assets earmarked for disposal listing	Yes	
SC0382	All these reports can have their layout changed and have fields included / excluded depending on the users' needs.	Yes	
SC0383	The system must be able to perform fixed assets registration. The registration should be from the procurement/AP process.	Yes	
	Reporting Requirements for Asset Disposal Management (Details)	Yes	
SC0384	Asset tag (Barcode)	Yes	
SC0385	An asset to be uniquely identified	Yes	
SC0386	An asset classification(s)	Yes	
SC0387	An asset to be adequately described	Yes	
SC0388	The status of the asset to be monitored (whether active, suspended, or disposed)	Yes	
SC0389	Impact on the depreciation accounts (balance sheet and profit & loss) when different periods	Yes	
SC0390	The location and holder (responsible person) of the asset to be determined and transfers to be approved and recorded	Yes	
	Asset Accounting Report Details		
SC0391	Quantity and value of fixed assets per category and in summary to be determined	Yes	
SC0392	Categorization of fixed assets	Yes	
SC0393	Depreciation value to be computed using various methods and parameters	Yes	
SC0394	Quantity and value of fixed assets per category and in summary to be determined	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0395	Fixed asset details to be retrieved such as cost, useful life, salvage value, date of commissioning, etc.	Yes	
SC0396	Warranty & licensing information to be captured and renewal alerts	Yes	
SC0397	Inspection data to be recorded (tagging)	Yes	
SC0398	Revaluation	Yes	
SC0399	Impairments	Yes	
SC0400	The system should have flexible reporting functionality that enables one to extract any information above as a report. It should have a report on assets whose residue book value is	Yes	
SC0401	The system must be able to perform fixed assets disposal through a workflow. This disposal may be a full or partial disposal.	Yes	
SC0402	The system must be able to perform fixed assets depreciation with options for using	Yes	
SC0403	depreciation methods	Yes	
SC0404	The system must be able to post fixed assets ledger entries to the general ledger	Yes	
SC0405	Automated calculation of net book value and gains/loss of asset value	Yes	
SC0406	The system should allow for revaluations of fixed assets	Yes	
SC0407	Ability to automatically check and stop depreciation on reaching the user defined residual values for assets or predefined service years	Yes	
SC0408	Provide facility to account for the retrospective change in depreciation rate/ method (i.e. calculate depreciation for prior periods as per revised depreciation rate/method)	Yes	
SC0409	Provide facility to distribute depreciation expenses among reporting units & department	Yes	
SC0410	Ability to handle impairment of fixed assets and its accounting Treatment	Yes	
SC0411	Ability to permit accounting of sale of fixed assets as per statutory requirements	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0412	The system should have a functionality that allows one to generate a number of different standard report and have their layout changed and fields included /excluded depending on the including; 1. Fixed assets register 2. Fixed asset valuation report 3. Fixed asset depreciation report 4. Fixed asset reports by asset type and other assets category 5. Depreciation forecasting report 6. Accumulated depreciation list by category by Location 7. List of fixed assets transferred between locations or custodian during the period 8. List of newly added fixed asset	Yes	

10.8 FUNCTIONAL REQUIREMENTS FOR LITIGATION AND CORPORATION SECRETARY SERVICES

NO	FUNCTIONAL REQUIRMENT	MANDATORY (Y/N)	BIDDERS RESPONSE
COMPLAINTS MANAGEMENT AND DISPUTE RESOLUTION			
LS01	They system must be able to receive complaints through email, complaint form, letters, complaints management information system and capture; 1. Mode of reporting of complaint 2. Date of receipt, subject matter, complainant; constituency, status – progression of complaint [complaint, arbitration, litigation) 3. Track activity/action taken [accessible by public/complainant to track progress of their complaint] ➤ Complaints received at the Board ➤ Complaints received at the constituency & litigations filed against and managed by constituencies	Yes	
LS02	Capability to; • Create e-files • Store all documents in digital format • Trace movement/activity • Bring-up system [an online based diary/calendar able to prompt when due] – track turnaround time • Report Generation • Feedback mechanism [from complaint] • To be queried by other user departments [no editorial rights, limited access to documents]	Yes	
LS03	Capability of allocation of file number and attached Legal Officer 1. Automated default file number generated with the option of variation. 2. All file numbers must be unique to themselves with isolation of duplications. 3. Allocation of complaints to LOs - authority to the CS [able to profile how many complaints a LO is handling]	Yes	
LS04	The system should be able to capture the review of complaint, complaint analysis, preparation of Legal Opinion	Yes	
LS05	The system should capture correspondence (letters, emails, memos)	Yes	
LS06	The system should be able to integrate to project documents e.g., of codelist, contract documents, escalation/liaise with relevant department/officer [collaboration with other departments/officers]	Yes	

NO	FUNCTIONAL REQUIRMENT	MANDATORY (Y/N)	BIDDERS RESPONSE
LS07	The system should generate reports to Commission on Administrative Justice [and/or other specialized agencies] by profiling complaints, by date lodged, nature of complaint, constituency, complainant (party)	Yes	
LS08	The system should be able monitor complaints reports from constituencies by profiling complaints, by nature of complaint, constituency, complainant (party) & status of action taken and highlight complaints not in the Board's system for monitoring	Yes	
LS09	Capable of Profiling litigation matters against constituency managed by constituencies	Yes	
	LITIGATION MANAGEMENT		
LS010	Service of summons/pleadings – [email or physical copy] Date of receipt, parties, case number, court station, subject matter, advocate appointed, legal fees payable, status of case; • Create case e-files (correspondence, Pleadings, SLAs, court rulings and judgments). • Storage of all documents in digital format • Report generation • Bring-up system	Yes	
LS011	System should be capable of opening and allocating file numbers and attached Legal Officers	Yes	
LS012	Capable of allocating o external advocate: Automated default file number generated with the option of variation.	Yes	
LS013	All litigation file numbers must be unique to themselves with isolation of duplications.	Yes	
LS014	Capability to access to list of pre-qualified lawyers; Profile cases by subject matter, constituency/parties; and Advocates.	Yes	
LS015	Review of cases, case analysis, preparation of Legal Opinion, instruction letters, Service Level Agreements, Correspondence (letters, email, memo)	Yes	
LS016	System should provide integrated level of access to project documents e.g., of codelist, contract documents, escalation/liaise with relevant department/officer	Yes	
LS017	Capable of Report Generation to AG, Ministry, Agencies Public Service Commission]	Yes	
LS018	System should manage Payments of Legal fees, decrees, security of costs and Requests for approval, authorization and offer a tracking system identifying payment is at what level	Yes	
	CONTRACT REVIEW	Yes	
LS019	System should be able to track drafting, review, vetting, due diligence	Yes	
LS020	Maintain a database with previous/expiring contracts [service contracts, leases – for reference); supporting documents and professional opinion in liaison with user department &	Yes	

NO	FUNCTIONAL REQUIRMENT	MANDATORY (Y/N)	BIDDERS RESPONSE
	procurement division		
	SECRETARIAL SERVICES		
LS021	System should be capable of capturing the preparation of the Board Workplan; Board Notices; Board Papers; Resources /Welfare (Refreshments, Venue for meeting and Board Members allowances); Deliberations by the Board of Directors; and E-Board System	Yes	
LS022	The system should be capable of processing of members allowances (transmission of requests from department conducting activity, request for approval, payment processing)	Yes	
LS023	The system should capture Profile for Directors – biodata, date of appointment, expiry of appointment, committee appointments, Board activities participated in.	Yes	
LS024	The system should capture resolutions and action points [upload documents supporting action taken]	Yes	
LS025	The system should maintain dates of Board Meetings [system diary with prompt when due]	Yes	
LS026	The system should be able to receive request for payment of allowances from departments, request for approval, authorization and be able to track progress	Yes	
LS027	The system should be able to track action points	Yes	
	LEGAL ADVICE TO BOARD & CONSTITUENCIES		
LS028	System should be capable of preparation of Legal Opinions	Yes	
LS029	System should provide access to Legal Resources/regulatory framework: statutes, policies, guidelines, circulars, research reports	Yes	
LS030	System should link to a database of legal resources, external resources – Kenya law; Bill tracking [parliament website]	Yes	
	CONSTITUTION OF STATUTORY COMMITTEES [NG-CFCS, COCS]		
LS031	System to provide recruitment module for NG-CDFCs – guidelines to reconstitute NG-CDFCs; receipt of submissions, vetting of nominees, submission to parliament for approval; transmission to PS/Ministry for onward transmission for gazettement, re-appointments on vacancy	Yes	
LS032	System should provide an upload portal of COCs – appointed at constituency level – have a system upload	Yes	
LS033	Should capture constituency profile & NG-CDFC member profile.	Yes	
LS034	Capable of uploading/ attaching compliance documents [submission letter, report of Selection Panel, minutes, photos, ID documents, etc.]	Yes	
LS035	System should populate a database [with nominees, date of gazettement, expiry of term]	Yes	

NO	FUNCTIONAL REQUIRMENT	MANDATORY (Y/N)	BIDDERS RESPONSE
LS036	Capability to provide alerts 6 months before expiry of term of a NGCDFC member	Yes	
LS037	Capability to perform NGCDFC Board evaluation.	Yes	
LS038	System should generate end product – a list of nominees and categories of nomination [a document mimicking a draft gazette notice capable of being exported]	Yes	
LS039	System must generate requisite reports on members [on query by departments/stakeholders]	Yes	
LS040	The system should be linked to the HR module	Yes	
LS041	Capability to generate various reports as may be agreed during implementation.	Yes	

10.9 FUNCTIONAL REQUIREMENTS FOR STRATEGY, PLANNING AND QUALITY MANAGEMENT SYSTEM

NO	ITEM	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
CPS01	Ability to upload performance contracts	The system should allow upload of corporate performance contract in various formats e.g., excel, word, pdf and assign timelines and responsibilities.	Yes	
CPS02	Ability to create dashboards	The system should have corporate performance contracting dashboard for an overview on corporate performance at a glance	Yes	
CPS03	Ability to set performance targets	The system should allow employee set quarterly targets with timelines with responsible persons	Yes	
CPS04	Ability to send notifications to users	The system should alert/notify one when the target is about to expire	Yes	
CPS05	Capability to generate reports automatically	Online generation of reports periodic & ad hoc purposes	Yes	
CPS06	Capability of capturing comments	Capability to allow HODs to capture comments	Yes	
CPS07	Capability to appraise staffs	Capability of balance score card appraisal	Yes	
CPS08	Ability to carry out tracking	Capability of enterprise risk management tracker	Yes	
CPS09	Capability of the system to interact	Automated Interactive Performance Management System/module/interphase	Yes	
CPS010	Capability to carry out online submission of targets	Online submission of targets & review - negotiation, vetting & approval	Yes	
CPS011	Ability to upload evidences	Allow for upload of evidences	Yes	
CPS012	Ability to carry out self-evaluation	Provide for self-evaluation by departments, constituencies and Board	Yes	
CP013	Ability to communicate	Allow for moderation, rating, rank and communicate achievement	Yes	

NO	ITEM	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	achievements	(scores		
CPS014	Capability to access current and previous performances	Provide for access of Current and Previous performance management tools – PC, workplan, budget	Yes	
CPS015	Capability of prompting users	Prompt users on timely reporting - 10th of every month.	Yes	
CPS016	Capability of uploading strategic plans	Allow for upload of Board and constituencies strategic plans – implementation matrix and related tools	Yes	
CPS017	Ability to create data policy and filter	Create data & policy repository and allow manipulation/filtering of the same	Yes	
CPS018	Ability to create user rights	Access by unauthorized people- Have super rights	Yes	
CPS019	Ability to create data backup plan	Loss of data- System to have a backup plan	Yes	
QUALITY MANAGEMENT				
QMS01	Capability to allow the MR to send notifications to auditees and/or HOD's		Yes	
QMS02	Capability for the MR to send the audit programme/plan to the auditees		Yes	
QMS03	Capability to allow auditor to create audit checklist and send it to auditees		Yes	
QMS04	Capability to create audit report and corrective action request form (CAR)		Yes	
QMS05	Capability to pick all non-conformities with root cause and corrective action for follow-up and effectiveness		Yes	
QMS06	Capability of corporate compliance dashboards		Yes	

10.10 FUNCTIONAL REQUIREMENTS FOR RISK MANAGEMENT SYSTEM

	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	Risk Assessment		
R&C1	- Have risk assessment module to carry out the entire risk assessment process: Risk identification, Risk analysis, Risk evaluation and risk treatment. -Risk Register. - Capable to capture user defined parameters to reflect materiality during risk assessment - allow input and document identified risks, including their descriptions, potential impacts, and associated information. - support the definition and customization of risk assessment criteria, such as likelihood, impact. - should allow for the categorization of risks into different types or groups for better organization and analysis. - should enable the setting of risk thresholds and tolerance levels to identify critical risks that require immediate attention. - Describe the existing controls or measures in place to manage or mitigate the identified risks. - Allow automation of workflow process relating to risk and compliance (ISO procedure), - Capability to allow auditees/management to perform self-assessments of risk via web-based application	Yes	
	Risk Ranking		
R&C2	- should support the ability to rank risks from different perspectives, such as financial, operational, reputational, regulatory, etc. - should facilitate the definition of a scoring methodology for each risk criterion, allowing for the assignment of weights or importance levels. - should automatically calculate the risk score based on the predefined criteria and scoring methodology. - Capability to assign value/color for each risk factor for risk rating i.e. It should enable estimates of likelihoods and consequences on risk.	Yes	
	Risk Monitoring		
R&C3	- Monitor and review risk criteria, analysis, treatment, and the framework itself using Key risk indicators (KRI) & compliance question. - Send notification to the users for to respond KRI and compliance assigned to the risk either on daily, monthly,	Yes	

	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	quarterly, annually, semi-annually or on need basis. - Analyze the trend of risk monitoring tool (key risk indicator & compliance question, incidences) from the process and update the risk register –Risk in motion - Escalation notifications - escalate risks needing immediate attention, escalate critical risk mitigation actions still pending and escalate overdue activities - Able to link departmental/constituencies' processes with the key risks in every process. - Capability to track changes of updated risk register online - Monitor and give report on users' system use (log in, utilization. - Enable monitoring implementation of business continuity plan - Able to track and provide a timeline for the implementation of each mitigation strategy, highlighting key milestones and deadlines. - Assign ownership of each risk. Clearly define individuals or departments responsible for managing and monitoring each identified risk.		
	Risk Treatment		
R&C4	- Enable documentation of risk treatment with; timeline, status of implementation, escalation of overdue treatment plan - The treatment plan/mitigation plan should automatically come out with the actions, responsible individual and timelines. - Capable of allowing attachment of supporting documentations - the user must create a treatment action if the risk monitoring tool is red or amber in color - The system should integrate with risk treatment or mitigation strategies, allowing users to link risk rankings to corresponding action plans. - Outline the specific mitigation strategies to be implemented. This may include: ➤ Preventive measures to reduce the likelihood of the risk. ➤ Detective controls to identify risks early in their development. ➤ Corrective actions to minimize the impact of realized risks. ➤ Contingency plans for responding to unexpected events. - Able to specify the individuals or departments responsible for implementing each mitigation strategy. - Able to record the estimate on the financial or resource investment required for each mitigation strategy.	Yes	

	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	Risk Reporting: Visualization Tools		
R&C5	- Have a dashboard that display and generate reports as per the users' needs. - Capability to report on risks within the context of a risk appetite and risk guidelines. - Generate the reports on need basis (monthly, quarterly, semiannual, or annual basis), Able to automatically email the report to head of section at the set time. - should provide graphical representations, such as charts or graphs, to visually convey the risk ranking and distribution. - Detail how the organization will communicate the risk mitigation strategies to relevant stakeholders, both internal and external.	Yes	
	Risk Prediction & Mitigation		
R&C6	- Store historical data and provide trend analysis. Able to analyze historical data to predict potential risks and compliance issues. - should allow users to conduct scenario analysis by adjusting input parameters to understand how changes impact risk rankings. - Monitor progress on risk mitigation strategies. Track and update the status of mitigation efforts associated with each risk.	Yes	
	Regulatory Compliance Tracking		
R&C7	- Features to track and monitor compliance with relevant laws, regulations, and internal policies. - Alerts and notifications for potential compliance issues. - Capability to offer regulatory compliance management through a systematic monitoring approach. Able to adapt to regulatory changes - Allow automation of workflow process relating to compliance - Keep track of changes in regulations and compliance requirements.	Yes	
	Incidence Management		
R&C8	Capture, track, and manage incidents related to compliance breaches or risks.	Yes	
	Audit Trail and Documentation		
R&C9	- Maintain a comprehensive audit trail of activities related to risk and compliance - The system should maintain a clear and comprehensive audit trail, documenting changes to risk rankings and the reasons behind those changes.	Yes	
	Training and Awareness		
R&C10	Facilitate employee training programs on risk & compliance	Yes	

	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	matters. Ensures that employees are knowledgeable about risk & compliance requirements, reducing the likelihood of inadvertent policy violations		
	Risk, Compliance and Performance		
R&C11	• Able to link risks & compliance to performance management module. Define and track key performance indicators (KPIs) related to risk and compliance. Allows the organization to measure the effectiveness of risk and compliance efforts and make data-driven improvements.	Yes	
	Customization		
R&C12	• Able to link risk & compliance to risk-based audit module • Allow user access restrictions to specific information; e.g. The system users access data across the departments while others are restricted to only their respective units. • Capability to customize risk reporting templates at any time for future requirement changes • Can be linked automatically with the risk owner emails to alert on risk treatment plan that about to expire not acted on, work in progress • Able to integrate with other systems	Yes	
R&C13	• Enable management of risks that need special treatment; Disaster risk, fraud & corruption risk, information security risk, financial risk, business continuity risk, strategic risk, compliance/regulatory risk, liquidity risk, political risk, reputational risk and any other	Yes	

10.11 FUNCTIONAL REQUIREMENTS FOR CORPORATE COMMUNICATION

NO	REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	Brand Asset Management System		
CC01	A software that will keep all communication, visuals and messaging compliant with brand guidelines and regulatory requirements The platform should: 1. Provide an accessible storage system 2. Define material asset naming conventions 3. Allow for routine checks for brand inconsistencies within and across content 4. Help with social listening and capturing feedback 5. Generate reviews across all relevant platforms 6. Monitor brand performance across all channels	Yes	
	Stakeholder Management		
CC02	The system should ensure contact management, reporting, AI, sentiment analysis, stakeholder mapping & more.	Yes	
CC03	The system should make stakeholder relationship management and community engagement reporting simple.	Yes	
CC04	The system should Connect your stakeholder database to social media, email lists, Microsoft Office, online engagement tools and loads of other systems.	Yes	
CC05	The system should Map your stakeholders against criteria of Influence, Impact and Interest. With one look at dashboard, you should be able to see if you're engaging with the people who matter most.	Yes	
CC06	The system should track issues and topics that the organization is following and even how people are feeling about those issues. It also allows to see which channels your stakeholders are using to get in touch, and what was discussed.	Yes	
CC07	The system should be super-smart and use artificial intelligence (AI) and machine learning to help you tag interactions and track stakeholder sentiment.	Yes	
CC08	Over time, the system should learn your tags and categories, and as you add more data with the same tags, they will automatically be assigned to the relevant categories.	Yes	
	MEDIA RELATIONS		
CC09	The system should be able to identify the target media outlets and journalists that align with the organization's goals and objectives. This can be achieved through thorough utilizing media databases, and monitoring relevant industry news	Yes	
CC10	The system should be able to provide insight into the success of media campaigns and allows for adjustments to be made in real-time.	Yes	

NO	REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
CC11	the system should help in establishing clear metrics that align with the overall goals of the media relation plan. These metrics should be specific, measurable, attainable, relevant, and timely.	Yes	
CC12	Implementing a tracking mechanism such as media monitoring software can assist in aggregating information from various sources. Social media interactions, website traffic, and media coverage should all be tracked and analysed to determine the success of campaigns.	Yes	
CC13	The system should help Conduct media audits that can help to identify gaps in media coverage, demographic discrepancies, and opportunities for improvement. A media audit should involve an analysis of the target audience, the media landscape, and the messaging conveyed. This allows for optimization of the message to resonate with the desired audience.	Yes	
CC14	The system should help in Reporting on the results of media campaigns to determine the effectiveness of media relationship strategies.	Yes	
CC15	The system should include a summary of the key metrics, analysis of the data, and recommendations for future campaigns. Developing a standardized reporting template can simplify the reporting process and ensure that key metrics are consistently captured.	Yes	
CC16	The system should highlight red flags in case of fake news	Yes	
	SERVICE DELIVERY CHARTER		
CC17	The system to monitor implementation of service delivery charter indicators according to the framework guided by CAJ	Yes	
CC18	The system to monitor awareness creation initiatives on Customer Service Delivery Charter on social media, website, public forums/workshops and provide an avenue to attach photo evidence	Yes	
CC19	The system should make it easy to continuously assess service charter by logging in after every supervisory visit or spot checks	Yes	
	Customer Satisfaction		
CC20	A system that can: - Identify negative themes in the customer experience - Gauge customer loyalty - Identify customer trends - Provide competitive advantage - Shape the customer life cycle	Yes	

10.12 FUNCTIONAL REQUIREMENTS FOR FLEET MANAGEMENT SYSTEM

NO	FUNCTIONAL REQUIREMENT	MANDATOR Y Y/N	BIDDER'S RESPONSE
FM01	Capability of real-time vehicle tracking - Real time vehicle visibility and tracking management;	Yes	
FM02	Incorporate Constituencies' Motor Vehicles and issue rights of access and monitoring to Fund Account Managers, RCs and Administration/Transport Officer	Yes	
FM03	Capability of being installed with GPS and GSM trackers, Fuel monitoring, refill levels, siphoning and consumption management.	Yes	
FM04	Capability generating vehicle maintenance and services, Vehicle service, repairs and maintenance management reports.	Yes	
FM05	Ability to run customized reports based on user preferences.	Yes	
FM06	Capability of sending alerts - Alerts capable of notifying users if vehicle is parked for more than 24 Hrs.	Yes	
FM07	Capability of recovering stolen vehicles - covering of stolen vehicles in Kenya and East African Region.	Yes	
FM08	Capability of shutting down vehicles - Enabling vehicle shutdowns through SMS commands by Super Admin ONLY. Reporting panic and distress from drivers through panic and distress alarm button	Yes	
FM09	Ability to operate on 24 hours - Setting-up and running a 24hrs fleet management and monitoring command centre at the headquarters and regions, from where the Users will be able to monitor the movement of all the tracked assets across Kenya.	Yes	
FM010	Capability to offer effective support - Offering an effective support to the Board	Yes	
FM011	Capability to have users access levels - Have the following System access levels; a) Super Administrator – Full Access b) Administrator – Limited Access c) Dealers – Limited Access	Yes	
FM012	Ability to use GPS and GSM tracking system network - The GPS Tracking system must be linked by secured encrypted connection direct to the on-board unit installed in the vehicle. GPS and GSM tracking network with the features for fuel management and real time motor vehicle tracking and, monitoring	Yes	
FM013	The system shall allow users to manage information on vehicles including but not limited to: I. Registration number	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATOR Y Y/N	BIDDER'S RESPONSE
	ii.Make iii.Model iv.Mileage		
FM014	Capability of remotely monitoring fuel usage - The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption. Fuel monitoring gadgets should be attached/done at the fuel gauge (NOT in the fuel tank). The system should give alerts on when to fuel and this can be approved remotely by the supervisor or the transport officer.	Yes	
FM015	Ability to be hosted on web and installation on mobile application - The system must be web based and with provision of a mobile app.	Yes	
FM016	Capability to keep track operations of the vehicle and send alerts - The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate within and give alerts in case the vehicle leaves or enters the area. e.g. 1. Location authorized/Not authorized 2. By time of the day example 6am to 6pm 3. By days of the week example Monday to Friday 4. By route example from present point "x" to point "y"	Yes	
FM017	Capability to assign roles for the drivers - The system shall allow a user to assign individuals a role to perform defined tasks	Yes	
FM018	Ability to track versions of all documents - The system shall allow possess the capacity to track versions of all documents, files or records it generates	Yes	
FM019	Capability to support authentication - The system shall allow the authentication and authorization to be controlled both at active directory level and application level ● Get actual vehicle allocation ● Set maximum speed for the vehicle ● Start and stop vehicle (engine immobilizer) ● Set the vehicles area of operation ● Get daily mileage report ● Give fuel usage reports including fuel siphoning ● Get the vehicle speed ● Get low battery alerts ● Get over speeding alerts ● SOS emergency buttons ● Generate reports of vehicle trips, stoppages, durations and location, mileage etc	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATOR Y Y/N	BIDDER'S RESPONSE
	• Get user name and password to log into the website • Access real time reports on mobile phone, laptops, tablets etc • Create different user accounts with different rights and access • Get alerts of fatigue driving, parking alarm etc • View different vehicle tracking maps • Relies on GPS/ GPRS/GSM technology • Real time visibility in remote areas • 24hour support service • One-year warranty in case of device /unit failure within the contract period		
FM020	Capability to alert the transport officer that the vehicle has not been assigned duties - The system should alert the transport office that the vehicle is back after the journey/trip via SMS/emails. The system should at all the time show the vehicles that are not assigned a trip and are available within the compound	Yes	
FM021	Capability of the system to be integrated with vehicle service mileage - The system must have a feature that is integrated to motor vehicle service mileage intervals to give alerts when next service of the vehicle is due.	Yes	
FM022	The system shall allow users to record the fuel intake of vehicle, against the under list: 1. Quantity taken against vehicle registration No. 2. Department 3. Time and date 4. Distance covered against fuel taken and the ratios	Yes	
FM023	Capability to schedule trips to the users - The system should allow users/ departments to book or schedule trips online where the supervisor can approve the trip for the transport officer assign vehicles and drivers to the users. Once the approval has been done by the supervisor an alert goes to the Transport office to assigns a vehicle and an alert goes to the user and the driver via SMS /emails.	Yes	
FM024	Capability to track - The system must have a feature that captures fuel issues to the vehicle amounts of fuel per day, week, and month and per year. In addition, it should be able to generate fuel analysis reports.	Yes	
FM025	Ability to search for the vehicle Details - The system shall allow users to search for vehicles by a number of attributes such as make, engine capacity, registration number, mileage.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATOR Y Y/N	BIDDER'S RESPONSE
FM026	Capability of adding action points and generate reports - The system should be able to allow for adding the points of interest and have reports on the visitation of the same.	Yes	
FM027	Ability to capture the engine number and send alerts - The system must capture engine idling and freewheeling instances and give alerts (send an SMS if the vehicle has not moved for 24hrs)	Yes	
FM028	Capability to input vehicle maintenance cost - The system shall have a provision to input data on vehicle maintenance costs-vehicle per vehicle	Yes	
FM029	Capability of sending scheduling reports to the users - The system shall allow scheduling of reports to be submitted to users automatically	Yes	
FM030	Capability to allow users to request for vehicles and schedule trips - The system shall allow users to request for vehicles, and provide the trips, start and destination points and the respective times.	Yes	
FM031	Capability to record inspection /service history - The system shall provide functionality to record inspection/service history of a vehicle over a given period of time.	Yes	
FM032	Capability to manage information of the vehicle - The system shall have a provision to manage information on vehicle maintenance costs, vehicle valuations, repair histories	Yes	
FM033	Capability to Integrate with other systems - The system should be able to integrate the other systems that already exist	Yes	
FM034	Capability to locate the shortest route and allocate the available vehicle to the users - The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destinations points against users' vehicle requests.	Yes	
FM035	Capability of managing drivers' information and keeping a history - The system shall allow users to manage information on drivers including but not limited to: I. Name ii.Driving permits details iii.Driving history (stations) iv.Driving experience v.Accident reports, driver's health details erg eye sight, medical history	Yes	
FM036	Ability to log user activities - The system shall log all activities performed by users and these logs should be easily accessible by the privileged users	Yes	
FM037	Capability of determining the driver of a certain vehicle - The	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATOR Y Y/N	BIDDER'S RESPONSE
	system shall allow users to determine the driver of a particular vehicle at any given time		
FM038	Capability of using drivers ID and integrating with alerts - The system should use the driver's ID integration with the system alerts to assess and analyze the driver's behavior and patterns over prescribed periods. Monthly or periodic driver performance	Yes	
FM039	Ability of the supervisors/managers to send instructions - The system shall allow fleet supervisors and managers to send instructions through email and SMS	Yes	
FM040	Capability to generate Reports - The system shall have a comprehensive integrated and dynamic report generator. At the expiry of the contract period, the service provider shall be required to provide reports pertaining to management of the vehicle during the contract period.	Yes	
FM041	Ability to import data integrated with the financial system - The system should be able to EXPORT DATA to INTEGRATE with the financial management system in various formats.	Yes	
FM042	Capability to generate reports of all trips - The system shall provide a detailed report on start and stop times of all the trips of vehicles with their respective locations	Yes	
FM043	Ability to generate reports on vehicle usage - The system shall provide a report on vehicle usage at any one instant. The report shall include vehicle number, staff member using the vehicle, destination, time of departure, time of return	Yes	
FM044	Capability to provide graphical reports on the dashboard- The system shall provide graphic reports on vehicle usage, distinguishing different status (i.e., private or official movements)	Yes	
FM045	Ability to monitor the number of trips - The system shall provide a report of each driver in terms of schedules and how many trips each driver has had every month/ quarter	Yes	
FM046	Ability to rate drivers' performance - The system shall provide a report rating the vehicle and driver's performance in relation to: Speed, acceleration, deceleration, idle time, revolutions per minute (RPM) and high speed in sharp corners	Yes	
FM047	Generate a report showing the speed of vehicles FR.1.The system shall provide a detailed report showing speed profile of a vehicle in one-minute interval e.g., maximum speed	Yes	
FM048	Ability to generate reports on the accidents FR.2.The system shall provide reports/presentation on accidents showing, I. Location/scene of the accidents.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATOR Y Y/N	BIDDER'S RESPONSE
	ii. Time and date of accident. iii. Recorded events five (5) minutes before the accidents. iv. Speed by the time of the accident. v. Incorporated accident police report as well as insurance. vi. Snapshot of accident by automatic transmission of minute by minute vii. pre and post impact data.		
FM049	The system shall possess the capacity for users to generate new reports with ease using existing functionality without recourse to the vendor. The system shall provide a reporting infrastructure that allows users to connect to multiple data resources, quickly develop, publish and disseminate reports for information collaboration with the organization.	Yes	
FM050	All data stored within the system shall be accessible via the available reports (except data that should not be shown for security reasons) that is if data exists there must be the ability to view it on some report or another.	Yes	
FM051	FR.4.All reports shall be designed for printing and flexible to allow a user to select a desired paper size and orientation capped to a maximum number of pages. Report pages shall depend on the size of data to avoid omitting data from a report.	Yes	
FM052	All reports shall show an “end of report” line at the bottom. This will enable the recipient of a report to tell if it is incomplete.	Yes	
FM053	All reports shall show on each page the total number of pages in the report. The intention of this is to allow the recipient to tell whether some page/s/is/are missing (when read in conjunction with the page number) e.g., 1 of 7	Yes	
FM054	All reports shall adhere to the standard layout, which includes headings and trailers (footers). This layout shall allow for branding by the NGCDF Board logo in headings.	Yes	
FM055	Every report shall show all parameters used to control its generation. That is, it shall be possible to see which selection criteria to use.	Yes	

10.13 FUNCTIONAL REQUIREMENTS FOR BEST PRACTICE PROGRAMME

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
BPDP 001	Able to show the approved budget for the programme within the year	Yes	
BPDP 002	Able to show the Identified constituencies for funding during the FY with allocations	Yes	
BPDP 003	Approval Status of the specific Board Committees and the Board	Yes	
BPDP 004	A system that can allow communication of identified constituencies for funding under the programme- Issue of call for projects proposals from the identified constituencies	Yes	
BPDP 005	A system that should allow for submission of projects' proposals from the constituencies in the prescribed format with all the necessary attachments including NG-CDFC Minutes, technical documents.	Yes	
BPDP 006	A system that can show the approval status of projects proposals	Yes	
BPDP 007	That can allow interaction with other departments e.g Accounts, Procurement, Communication- A system that can show the procurement process with all the necessary documents including letters of notification of award/ Non-award, contract documents, priced BQS, Track payments and invoices	Yes	
BPDP 007	Communication of contract award decision to the FAMS and other stakeholders with attachments	Yes	
BPDP 008	A system that is able to show the company names of the service providers, the Project Manager's details (contacts and addresses) the Head of institutions contacts, contract sums	Yes	
BPDP 009	Able to show Site hand over process and allow uploading of relevant documents- Allow interaction between the Board and the FAM	Yes	
BPDP 010	A system that shows real time monitoring of projects-Able to show the progress of implementation (GIS)	Yes	
BPDP 011	A system that allows real time reporting of the progress of projects by FAMS with all relevant attachments.	Yes	
BPDP 012	A system that can show certified completion documents of that project	Yes	
BPDP 013	A system that can generate reports, draw charts and allow evaluation of the Programme	Yes	
BPDP 014	A system that can allow feedback from the public/users	Yes	
BPDP 015	A system that can allow uploading of the projects funded so	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	far under the programme and the photographs		
BPDP 016	A system that can be expanded to include Bursary as in in the policy that is yet to be implemented under the Programme	Yes	

10.14 FUNCTIONAL REQUIREMENTS FOR RESEARCH AND STATISTICS

SN	Functional Requirement	Mandatory Yes/No	Bidder Response
R&S.01	The system should have a provision for capturing constituency fact sheet- Rights to edit the information should also be provided	YES	
R&S.02	The system should have a digital repository component with provision for e-Learning community	YES	
R&S.03	The system should be able to produce key statistics and summary reports on various Board's interventions (e.g., number of classrooms, number of laboratories etc) – This should take into consideration cases of reallocations. System should be able to produce customized reports	YES	
R&S.04	The system should have a functionality for tracking implementation of surveys/research recommendations	YES	
R&S.05	Development of NG-CDF Board data collection app (this can mirror functionalities of Kobo Collect or Survey CTO)	YES	
R&S.06	The NG-CDF Board data collection app to be embedded in the proposed system	YES	
R&S.07	The system shall provide a secure and user-friendly interface for researchers to input research concept papers, data, data analysis instruments, technical personnel, and financial resources.	YES	
R&S.08	The system shall incorporate a comprehensive search tool to enable researchers to identify relevant research gaps and develop concept notes on the selected topical research area (theme). The system should be able to identify and prompt on research needs.	YES	
R&S.09	The system shall facilitate the formation of research teams by providing a mechanism for researchers to connect with each other based on their expertise and interests.	YES	

SN	Functional Requirement	Mandatory Yes/No	Bidder Response
R&S.010	The system shall streamline the research proposal review process by allowing researchers to submit proposals electronically and receive feedback from reviewers in a timely manner.	YES	
R&S.011	The system shall provide researchers with access to a suite of data analysis tools and resources to support their research activities.	YES	
R&S.012	The system shall facilitate the preparation of comprehensive research reports by providing templates and guidelines for reporting research findings and conclusions.	YES	
R&S.013	The system shall enable researchers to share their research findings with the wider community by providing a platform for publishing research papers and other research outputs. The system should offer a platform through which stakeholders can consume the information generated through learning.	YES	
R&S.014	The system shall provide a centralized repository for storing and managing data collection tools, data, data analysis instruments, technical personnel, and financial resources.	YES	
R&S.015	The system shall enable data collectors to identify data gaps and prioritize data collection activities based on predetermined criteria.	YES	
R&S.016	The system shall facilitate the collection of data from various sources, including relevant documentation, departments, stakeholders, and external databases.	YES	
R&S.017	The system shall implement robust data management practices to ensure the integrity, security, and accessibility of data.	YES	
R&S.018	The system shall incorporate automated data validation routines to identify and correct data errors and inconsistencies.	YES	
R&S.019	The system shall provide a range of data analysis tools and techniques to enable data analysts to extract meaningful insights from the collected data.	YES	

SN	Functional Requirement	Mandatory Yes/No	Bidder Response
R&S.020	The system shall generate comprehensive data analysis reports that summarize the findings and conclusions derived from the analysis.	YES	
R&S.021	The system shall provide a streamlined mechanism for stakeholders to request information or data from the Research and Statistics Division.	YES	
R&S.022	The system shall enable researchers to generate customized reports based on specific requests from stakeholders. There is need to do a stakeholders / consumers' needs analysis	YES	
R&S.023	The system shall facilitate the review and approval of reports by providing a workflow for feedback and revisions.	YES	
R&S.024	The system shall ensure that final reports are submitted to the relevant authority within the specified timelines.	YES	
R&S.025	The system shall promote knowledge sharing by enabling the dissemination of research findings, reports, and other knowledge products to a wider audience.	YES	
R&S.026	The system shall establish secure data exchange protocols for importing data from approved projects code lists and data on approved requests for reallocations.	YES	
R&S.027	The system shall provide automated data update mechanisms to ensure that data in the google sheet is kept current.	YES	
R&S.028	The system shall implement data backup and recovery procedures to safeguard against data loss and system failures.	YES	
R&S.029	The system shall incorporate data validation routines to verify the accuracy and completeness of updated data.	YES	
R&S.030	The system shall generate data analysis reports that provide insights into trends and patterns in key statistics.	YES	

SN	Functional Requirement	Mandatory Yes/No	Bidder Response
R&S.031	The system shall facilitate the dissemination of data analysis reports to relevant stakeholders for informed decision-making.	YES	
R&S.032	The system shall provide a user-friendly interface for stocking the information centre with policy documents and statistical information.	YES	
R&S.033	The system shall enable the maintenance of an up-to-date Documentation Centre Register to track the receipt and availability of publications and reports.	YES	
R&S.034	The system shall facilitate the organization and labelling of materials to ensure easy retrieval and access.	YES	
R&S.035	The system shall provide a search tool to enable users to locate relevant information or publications.	YES	
R&S.036	The system shall generate usage reports to track the number of IEC materials availed and the number of visitors to the documentation centre.	YES	

10.15 FUNCTIONAL REQUIREMENTS FOR REGISTRY

NO	REQUIREMENT	MANDATORY (Y/N)	VENDOR RESPONSE
	File and Mail Management		
REG1	The system should facilitate the receipt, recording, and distribution of incoming and internally created mail, including letters.	Yes	
REG2	It should support effective indexing, classification, and tracking procedures for quick retrieval.	Yes	
	File and Documentation Control		
REG3	The system must build, control, and organize officially registered files and other documentation.	Yes	
REG4	It should enable efficient indexing, classification, and tracking procedures to locate files quickly.	Yes	
	Storage and Retrieval Services		
REG5	Provide storage, repository, and reference services for officially registered files and documentation.	Yes	
REG6	Implement user-friendly search tools for quick retrieval.	Yes	
	Correspondence Handling		
REG7	Record and facilitate the efficient and timely dispatch of all correspondence produced by the officers.	Yes	
	File Review and Disposal		
REG8	Support the review and disposal of outdated files or records in accordance with agreed retention periods.	Yes	
	Document Registers		
REG9	Implement and manage document registers such as Inward Correspondence Register, Outward Correspondence Register, and File Movement Register.	Yes	
	Document Loss Prevention		
REG10	Implement measures to prevent physical record loss due to mishandling, misfiling, or natural disasters.	Yes	
	Security and Compliance		
REG11	Encrypt sensitive records and data to ensure data security.	Yes	
REG12	Generate reports demonstrating compliance with relevant regulations and record management policies.	Yes	
	Integration		
REG13	Seamlessly integrate with other organizational software, including email, document creation tools, and collaboration platforms.	Yes	
	Backup and Disaster Recovery		
REG14	Regularly perform automated backups and establish disaster recovery plans to safeguard records.	Yes	
	Metadata Management		

NO	REQUIREMENT	MANDATORY (Y/N)	VENDOR RESPONSE
REG15	Support the creation and management of metadata for records, including document type, date of creation, author, and keywords.	Yes	
	User Access and Collaboration		
REG16	Enable authorized users to securely access records from mobile devices, promoting remote work and on-the-go access.	Yes	
REG17	Facilitate efficient collaboration on digital records.	Yes	
REG18	Transition to Automated Systems:	Yes	
REG19	Support the transition from manual to automated records management systems.	Yes	
	User Interface		
REG20	Implement an intuitive user interface to enable authorized personnel to quickly search, retrieve, and manage records without extensive training.	Yes	
REG21	Centralized Repository:	Yes	
REG22	Ensure that all records, whether physical or digital, are stored in a centralized and organized repository for easy access and management.	Yes	

11.0 ENTERPRISE RESOURCE PLANNING LICENSE

For purposes of assisting with estimation of configuration requirements, the following information may be used.

- Total number of staff in NGCDFB is approximately **475** members of staff stationed across 301 sites countrywide. The bidder is expected to propose a license structure which is most suitable to NGCDFB. The bidder should give a detailed description of the licensing regime for the ERP.

Technology Platforms

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

- The proposed components of the system (Names and versions)
- The application development environment.
- The database proposed.
- Operating system proposed.
- Client or end-user operating systems supported
- The system must be scalable to accommodate growth in the user base as well as transactions. Comment on how this can be realized.
- Please elaborate on the open-endedness of the system to allow integration with other systems especially the e-government system.
- Please describe the programming language/technology of the system.
- Setup of necessary IT security measures for the system;
- Supply and installation/setup of the appropriate software, licenses and kits;
- The system must be highly available with an uptime of at least 99.9% availability.
- Network environment(s) supported. Bidders are expected to advice and where necessary provide the minimum hardware specifications for the optimum operation of their solution.

For each specification, bidders are requested to provide a clear and concise explanation or provide across-reference to where that explanation or supporting information can be found in other part of the technical proposal.

12.0 DATA CONVERSION AND MIGRATION

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

13.0 SYSTEM MANAGEMENT ANNUAL CHARGES

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

14.0 ESTIMATED IMPLEMENTATION SCHEDULE

Provide a detailed implementation schedule detailing the number of your staff required for timely project delivery, the number of NGCDFB staff required to facilitate timely project delivery, and services and material that is critical for the successful project implementation. Highlight the critical milestones that are expected during project implementation with the approach to be taken for a successful timely project implementation.

Note: NGCDFB intends to have the project implemented within **18 months'** period.

15.0 POST STABILIZATION

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

The scope of work as envisaged above is only inclusive and not exhaustive. Additional requirements incidental and/ or essential to the above referred scope may be added in writing during implementation stage, without any additional financial implication.

16.0 SERVICE LEVEL AGREEMENT (SLA) REQUIREMENTS.

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

	Detailed Requirements
1.	The bidder MUST guarantee free support for the proposed system for at least one (1) year after commissioning.
2.	The bidder should furnish a maintenance schedule for the system so supplied.
3.	The bidder MUST test all the necessary interfaces and interconnection facilities which integrate the components of the proposed system.
4.	The bidder MUST commit to providing ongoing technical support for the tuning and re-configuration as requested from time to time once an SLA is signed before the expiry of the warranty period.
5.	The bidders shall propose a service level agreement that addresses the following: i. Escalation matrix ii. Contact persons iii. Response time (2 hours) iv. Proof of local presence v. Online support from manufacturer vi. Any other related SLA requirements

17.0 SUPPORT AND MAINTENANCE REQUIREMENTS

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

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

NO	ITEM	SPECIFICATION	BIDDER RESPONSE	PAGE NO.
1	System and infrastructure Licensing	Indicate the period of warranty (not less than 24 months)		
		Hand over Intellectual Property Rights related to the customization to NGCDFB, including all related designs and all relevant further documentation or propose an agreeable escrow contractual agreement.		
		Grant to the NGCDFB license to access and use the Software, including all inventions, designs, and marks embodied in the Software.		
		Such license to access and use the Software shall be: Non-exclusive; Fully paid up and irrevocable Valid for use within		

NO	ITEM	SPECIFICATION	BIDDER RESPONSE	PAGE NO.
		the processes of NGCDFB, within the volume restrictions of the license structure		
		The software should be permitted to be: Used or copied for use on or with computer(s) for which it was acquired (if specified in the Technical Requirements and/or the bidder 's bid), plus a backup computer(s) of the same or similar capacity, if the primary is (are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;		
		Used or copied for use on or transferred to a replacement computer(s), and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Bidder's bid specifies a class of computer to which the license is restricted and unless the Bidder agrees otherwise in writing, the replacement computer(s) is (are) within that class;		
		If the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access; Reproduced for safekeeping or backup purposes; Customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;		
		The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts subject to the same restrictions set forth in this Contract;		
		The Bidder's right to audit the Standard Software will be subject to the following terms: The Bidder will allow, under a pre-specified procedure and solely for the purpose of auditing the Standard Software, execution of embedded software functions under the Bidder's control, and unencumbered transmission of		

NO	ITEM	SPECIFICATION	BIDDER RESPONSE	PAGE NO.
		resulting information on software usage.		
		The Bidder will not include programming in Software that restricts and/or limits access to certain features, functionality or capacity of such Software subject to the Purchaser making payments or for other self-help or retaliatory		
2	Product upgrades	At any point during performance of the Contract, should technological advances become available for Information Technologies originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to the Client the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices		
		At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Client any and/or improved support and facilities that it offers to other clients of the Bidder in the Client's Country		
		During performance of the Contract, the Bidder shall offer to the Client all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within agreed timelines		
		During the Warranty Period, the Bidder will provide at no additional cost to the Client all new versions, releases, and updates for all Standard Software that are used in the System, within agreed timelines		
		During the Warranty Period, the Purchaser shall introduce all new versions, releases or updates of the Software within agreed timelines of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect system operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects system operation or performance, or requires extensive reworking of the System, the Bidder shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.		
3	Duration license agreements	In relation to standard software, the license agreements should be perpetual. The support on these licenses should cover an agreed period after the start of the project. After this period NGCDFB must be able to extend the support directly with the product owner.		

NO	ITEM	SPECIFICATION	BIDDER RESPONSE	PAGE NO.
4	License numbers	The bidder is expected to propose a license structure which is most suitable to NGCDFB.		
5	Support Contracts	Support in relation to software licenses should be on premier level (gold) or comparable tier.		
6	Cost reductions	At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Bidder in the Purchaser 's Country		
7	General Conditions	All equipment that will be delivered by the bidder needs back-to-back manufacturer support. The goods need to be delivered from eligible countries as listed by United Nations Security Council taken under chapter VII of the Charter of the United Nations		

18.0 TECHNOLOGY TRANSFER

Train the Trainer: The Vendor will incorporate a —train the trainer approach where only key NGCDFB Core the Board staff in their respective areas.

As part of the implementation process the vendor will train NGCDFB ICT personnel to gain significant expertise in both the technology used by the application as well as the inner workings and Backend of the application itself. It is our requirement that comprehensive training will be conducted to super users, administrators, developers and end users. Selected users (8 ICT staff) will be trained up to certification level in an accredited institution.

19.0 DURATION OF THE IMPLEMENTATION

It is envisaged that the entire implementation duration will be a maximum of **eighteen months (18 Months)** from the date the contract is signed to implementation. However, bidders are encouraged to propose an agreeable duration as may be practically possible while meeting all the requirements of the Terms of Reference.

The project implementation duration does not include the warranty period, which will commence immediately after commissioning the system, for a period of two (2) years.

20.0 RESPONSIBILITY OF CLIENT

The client shall undertake the following:

- Provide office space and other necessary tools
- Introduce the successful bidder to the key parties
- Provide relevant documents that may be required
- Provision of timely feedback
- Payment of dues as per the contract

21.0 SUPERVISORY ARRANGEMENTS

The consultant shall report to the Client's Implementation Team co-headed by the Manager, ICT and Manager M&E.

22.0 INSURANCE

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

23.0 ASSIGNMENT

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

Staff to Implement the Project

The consultant shall provide names of staff implementing the project and their competence and areas they will be handling.

SECTION V - REQUIREMENTS OF THE INFORMATION SYSTEM

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

1. Technical Requirements

Notes on preparing the Technical Requirements

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

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

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

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

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

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

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

Similarly, where national standards or codes of practice are specified, the NG-CDF Boardshould include a statement that other national or international standards “that are substantially equivalent” will also be acceptable.

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

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

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

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

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

A. Acronyms Used in the Technical Requirements

i) Acronym Table

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

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

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

B. Functional, Architectural and Performance Requirements

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

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

- 1) *[as appropriate, summarize: **each relevant legal code and regulations that govern the business processes and procedures that will be automated with the Information System;**]*
- 2) **Note:** If appropriate, prepare a sub section with the relevant legal codes and regulations to be included in the Background and Informational Materials and reference these materials.

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

2.1 The Information System MUST support the following business functions

- 1) *[describe, at the appropriate level of detail for the Information System being supplied and installed: **each specific business processes and procedures that will be automated by the Information System.**]*
- 2) **Note:** These business process descriptions may be textual as well as presented in a formal system analysis formats (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)

As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

iii) Architectural Requirements to be met by the Information System

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

- 1) Software Architecture: *[specify: **features (use diagrams as appropriate)**].*
- 2) Hardware Architecture: *[specify: **features (use diagrams as appropriate)**].*

iv) Systems Administration and Management Functions Required to be met by the Information System

- 1) The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.
- 2) Installation, Configuration and Change Management: *[specify: **features**].*
- 3) Operational Monitoring, Diagnostics, and Troubleshooting: *[specify: **features**].*
- 4) User Administration and Access Control; User and Usage Monitoring and Audit Trails: *[specify: **features**]*
- 5) System and Information Security and Security Policies: *[specify: **features**]*
- 6) Back-up and Disaster- Recovery: *[specify: **features**]*

v) Performance Requirements of the Information System

5.1 The Information System **MUST** reach the following performance levels.

- 1) *[describe, at the appropriate level of detail for the particular Information System being supplied and installed: **each relevant throughput and/or response times for specific business processes and procedures automated by the System**; also describe: in business process terms, **the relevant conditions under which the System must achieve these performance standards** (e.g., the number of concurrent users, type of transactions, type and quantity of business data that the System must process in achieving these performance standards, etc.)]*
- 2) *Note: Whenever feasible, business functions should be stated and used as the basis for performance specifications. Relying solely on technological requirements can in advertently restrict competition.*

C. Service Specifications– Supply& Install Items

i) System Analysis, Design and Customization/ Development

- (1) The Supplier **MUST** perform the following Analysis and Design activities using a formal system analysis/ development methodology with the following key activities and design deliverables.
- 2) Detailed Analysis: *[for example, specify: **System Design Document; System Requirements Specification; Interface Requirements Specification**; Software/System Test Descriptions; Software/ System Test Plan, etc.]*
- 3) Physical Design: *[for example, specify: **Software Design Description; Interface Design Document; Data base Design Document**; etc.]*
- 4) Integrated System: *[for example, specify: **User's Manual; Operations Manual; Source Code; CASE Files**; etc.]*

ii) Software Customization/ Development

- (1) The Supplier **MUST** perform Software Customization / Development using a formal software development methodology with the following characteristics and/ or with the following technologies and/ or tools.
- 2)*[for example, describe: **Software Development Method** (e.g., Cascade, Rapid Application Development; and/ or **Open Standards** (e.g., Java, XML, etc.); and/ or **CASE tools**, etc.]*

iii) System Integration (to other existing systems)

- 1) The Supplier **MUST** perform the following Integration Services *[for example, describe: **existing information systems** (as appropriate, reference the relevant subsection of the Background and Informational Materials Section containing any detailed description of existing systems); and specify: **technical and functional level of integration with the Information System.**]*

(iv) Training and Training Materials

(4.1) The Supplier **MUST** provide the following Training Services and Materials.

- 1) User: *[for example, specify: **minimum curricula, modes of training, modes of testing, and training materials for: the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System**; as appropriate, reference the relevant subsection in the Background and Informational Material Section containing any detailed information regarding the available training facilities; etc.]*
- 2) Technical: *[for example, specify: **minimum curricula, modes of training, modes of testing (e.g., certification levels), training materials and training locations for: the key technology and methodology components of the Information System**; etc.]*
- 3) Management: *[for example, specify: **minimum curricula, modes of training, modes of testing, training materials and training locations for: the familiarization with the functionality, technology and methodology components of the Information System, corporate management of information systems**; etc.]*

v) Data Conversion and Migration

- 1) The Supplier MUST provide services and tools to perform the following Data Conversion and Migration Services: *[for example, specify: **volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods; etc.]***

vi) Documentation Requirements

(6.1) The Supplier MUST prepare and provide the following Documentation.

- 1) End-User Documents: *[for example, specify: **type(s) of end-user documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods; etc.]***
- 2) Technical Documents: *[for example, specify: **type(s) of technical documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods; etc.]***

vii) Requirements of the Supplier's Technical Team

(7.1) The Supplier MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the Contract:

- 1) Project Team Leader: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in, etc.]***
- 2) *[specify: Business Area]* Expert: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in, etc.]***
- 3) System Analyst: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in, etc.]***
- 4) Database Expert: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in, etc.]***
- 5) Programming Expert: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in, etc.]***
- 6) System Administration / Security Expert: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in, etc.]***
- 7) Computer Hardware Expert: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in, etc.]***
- 8) Network and Communications Expert: *[for example, specify: **education/ certifications, years' experience in, demonstrated successful experience in, etc.]***
- 9) Training Expert: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in, etc.]***
- 10) Documentation Specialist: *[for example, specify: **education/certifications, years' experience in, demonstrated successful experience in, etc.]***
- 11) ...

D. Technology Specifications– Supply& Install Items

(i) General Technical Requirements

- 1) **Language Support**: All information technologies must provide support for the *[insert: **either national or business language(s) of the end-user(s)**]*. Specifically, all display technologies and software must support the ISO *[insert: **character set number**]* character set and perform sorting according to *[insert: **appropriate standard method**]*.
- 2) **Electrical Power**: All active (powered) equipment must operate on *[specify: **voltage range and frequency range, e.g., 220v +/- 20v, 50Hz +/- 2Hz**]*. All active equipment must include power plugs standard in *[insert: **Procuring Entity's Country**]*.
- 3) **Environmental**: Unless otherwise specified, all equipment must operate in environments of *[specify, **temperature, humidity, and dust conditions, e.g., 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust**]*.

(4) Safety:

- 4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than *[insert: **maximum number**, e.g.,55]* decibels.
- 4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting *[insert: **emission standard**, e.g., USFCC class B or END 55022 and END 50082-1]*, or equivalent, emission standards.

ii) Computing Hardware Specifications

2.1 Processing Unit Type 1: *[specify: **name of processing unit and technical function** (e.g., Central Database Server)]*:

- 1) Processing unit performance: As configured for the tender, the processing unit MUST, at a minimum,
 - a) Achieve *[specify: **standard benchmark test or tests and minimum performance levels**, for example, “SPEC CPU 2006 rating”]*
(Or, for PCs)
Achieve a minimum performance equal to a score of *[specify: **score**]* under the benchmark *[specify: **benchmark**, for example “Sylmar 2007 Rating”]*
 - b) Provide input-output performance, as follows *[specify: **minimum input-output performance levels** (e.g., data bus transfer rates; standard peripheral interfaces; minimum number of concurrent terminal sessions, etc.)]*
- (2) Processor expandability: *[for example, specify: **minimum acceptable number of processors; minimum acceptable levels of performance; minimum acceptable degree of expandability for processors/performance, relative to tender configuration; minimum acceptable number of internal Sub system expansions lots**; etc.,]*
- (3) Process or memory and other storage: *[for example, specify: **main memory; cache memory; disk storage; tape storage; optical drives**; etc.]*
Note: If the upgrade requirements over the next few years for processing power, memory, etc., are reasonably well known at the time the tendering documents are to be issued, the NG-CDF Board may wish to incorporate these requirements in the Recurrent Cost Table and possibly include them in the Contract Price. This will subject them to competition and provide away contractually to control future price increases. This approach reserves for the NG-CDF Board the option of including upgrades in the Contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final Contract.
- (4) Processing unit fault tolerance: *[for example, specify: **error checking; failure detection, prediction, reporting, and management; redundant power supplies and other modules; “hot-swappable modules”**; etc.]*
- (5) Processing unit management features: *[for example, specify: **features and supported standards; local and remote management**; etc.]*
- (6) Processing unit input and output devices: *[for example, specify: **network interfaces and controllers; display; keyboard; mouse; bar-code, smart-card, and identification-card readers; modems; audio and video interfaces and devices**; etc.]*
- (7) Other processing unit features: *[for example, specify: **power-saving features; battery life for portable equipment**; etc.]*

2.2 Processing Unit Type 2: *[specify: **name of processing unit and technical function** (e.g., General Purpose Work station)]*:

3.1.2.1 ...

ii) Network and Communications Specifications

3.1 Local Area Network:

- 1) Equipment and software: *[for example, specify: as appropriate, for each type of equipment and software: **protocols supported; performance levels; expandability, fault tolerance, administration, management and security features**; etc.]*
- 2) Cabling: *[for example, specify: **cable type(s); topology(ies); cable protectors, channels and other installation standards** (e.g., ANSI / EIA / TIA 598); cable labeling schemes, references to premises drawings; etc.]*

3.2 Wide-Area Network:

- 3) Equipment and software: *[for example, specify: protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features; etc.]*
- 4) Telecommunications Services: *[for example, specify: media; capacity; protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features; etc.]*

3.2 Other Communications Equipment: *[for example, specify: modems; facsimile devices; modem and facsimile servers, etc.]*

3.3 Video Conferencing/ Congress Equipment:

3.5. ...

iii) Ancillary Hardware Specifications

- 1) Shared Data Storage Devices: *[specify: disk; tape; optical storage devices, including capacities, interfaces, hardware-based administration/ diagnostics/ fail over, etc.]*
- 2) Shared Output and Input Devices:

General Requirements: Unless otherwise specified, all shared output and input devices must be capable of handling A4 standard sized paper.

Printers: *[for example, specify: high-speed, high-quality printer; standard-speed, high-quality printer; high-speed, large-format (A3) printer; color, high-quality printer, video and output devices; etc.]*

Scanners: *[for example, specify: scanner resolution; paper-/ film-handling features; speed; etc.]*

3) Power Conditioning Devices:

3.1 Uninterruptable Power Supplies: *[for example, specify: output power delivery and duration capacity, power filtering capacity, battery features, interfaces, device management diagnostics and fail over features, etc.]*

4) Specialized Furnishing/ Equipment:

4.1 Equipment Cabinets/ Racks: *[for example, specify: size, capacity, physical access and access control, ventilation and environmental control features, etc.]*

4.2 Environment Control Equipment: *[for example, specify: air conditioning units; humidity control equipment; etc.]*

4.3 Physical Access Control Equipment: *[for example, specify: door entry controls; intrusion detection; video surveillance, etc.]*

4.4 Logical Access Control Equipment: *[for example, specify: secure identity tokens; token readers, etc.]*

iv) Standard Software Specifications

5 System Software and System - Management Utilities:

- 1) Processing unit type 1: *[for example, specify: operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools; etc.]*
- 2) Processing unit type 2: *[for example, specify: operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools; etc.]*
- 3) Etc...

5.1 Networking and Communications Software: *[for example, specify: protocols, media and equipment to be supported; network services, management and administration features; security and failure management features; etc.]*

5.2 General-Purpose Software: *[for example, specify: Office Automation Software; programming tools and libraries; etc.]*

5.3 Database Software and Development Tools: *[for example, specify: database and database management feature; development tools and environments; etc.]*

5.4 Business Application Software: [for example, specify: **specific business functions to be supported in native code; application management feature; customization options and tools; etc.**]

v) Consumables

6.1 Printer Ink/ Toner–PrinterType1:

vi) Other Non-IT Goods

6.2 Work station Desks:

6.3 Photocopiers:

6.4 Specialized Mechanical Systems–Data center [for example, specify: **raised floor system, electrical distribution subsystem, etc.**]

E. Testing and Quality Assurance Requirements

(i) Inspections

1.1 Factory Inspections: [if any, specify: **the items, criteria, and methods to be employed by the Procuring Entity, or its agent, during factory inspections of the Information Technologies and other Goods prior to their shipment to the site(s).**]

1.2 Inspections following delivery: [if any, specify: **the items, criteria, and methods to be employed by the Procuring Entity, or its agent, upon delivery and unpacking of the Information Technologies and other Goods to the Site(s).**]

ii) Pre-commissioning Tests

2.1 In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Procuring Entity) must perform the following tests on the System and its Sub systems before Installation will be deemed to have occurred and the NG-CDF Board will issue the Installation Certificate (s) (pursuant to GCC Clause 26 and related SCC clauses).

2.2 [specify: Sub system1(as defined in the Site Table[s] attached to the Implementation Schedule) specify: **tests, test conditions, success criteria, etc.**]

2.3 [specify: Sub system2(as defined in the Site Table{s}) specify: **tests, test conditions, success criteria, etc.**]

2.4 the Entire System: Pre-commissioning Tests for the entire System are: [specify: **tests, test conditions, success criteria, etc.**]

iii) Operational Acceptance Tests

3.1 Pursuant to GCC Clause 27 and related SCC clauses, the NG-CDF Board (with the assistance of the Supplier) will perform the following tests on the System and its Sub systems following Installation to determine whether the System and the Sub systems meet all the requirements mandated for Operational Acceptance.

3.2 [specify: Subsystem 1 (as defined in the Implementation Schedule) specify: **tests, test conditions, success criteria, etc.**]

3.3 [specify: Subsystem 2 (as defined in the Implementation Schedule) specify: **tests, test conditions, success criteria, etc.**]

3.4 the Entire System: Pre-commissioning Tests for the entire System are: [specify: **tests, test conditions, success criteria, etc.**]

Note: The complexity of the Operational Acceptance Testing needed will vary in accordance with the complexity of the System being procured. For simpler Information Systems Operational Acceptance Testing may simply consist of requiring a specified period of trouble-free System or Sub system operation under normal operating conditions. For more complex Systems, Operational Acceptance testing will require extensive, clearly defined tests under either production or mock-production conditions.

F. Service Specifications–Recurrent Cost Items

i) Warranty Defect Repair

1.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

- 1) Warranty Defect Repair Service: [for example, specify: **coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc.** (indicate how these may vary among hardware, software, network technologies, etc.)]
- 2) ...

ii) Technical Support

2.1 The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the tendering documents).

- 1) User support / hot line: [for example, specify: **coverage period; response time and problem resolution performance standards; etc.**]
- 2) Technical Assistance: [for example, specify: **categories of technical staff required; anticipated tasks and objectives; response-time performance standards; etc.** (indicate how these may vary among hardware, software, network technologies, etc.)]
- 3) Post-Warranty Maintenance Services: [for example, specify: **coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse; etc.** (indicate how these may vary among hardware, software, network technologies, etc.)]
- 4)

iii) Requirements of the Supplier's Technical Team

3.1 The Supplier MUST provide a technical team to cover the Procuring Entity's anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

- 1) System Analyst: [for example, specify: **education/certifications, years' experience in, demonstrated successful experience in, etc.**]
- 2) Database Expert: [for example, specify: **education/certifications, years' experience in, demonstrated successful experience in, etc.**]
- 3) Programming Expert: [for example, specify: **education/certifications, years' experience in, demonstrated successful experience in, etc.**].
- 4) ...

Note: The Technical Assistance Team specification may be used to develop tender prices for technical support Recurrent Costs. These may be included in the main Contract or be subject to separate contracts. In either regard, to obtain meaningful and comparable tender prices, the NG-CDF Board will need to specify the roles of the technical support team members in this section and indicate the quantities of the corresponding inputs in the Systems Inventory Tables for Recurrent Cost items.

G. Implementation Schedule

Notes on preparing the Implementation Schedule the Implementation Schedule summarize when and where Installation, and Operational Acceptance should take place for all Sub systems and/ or major components of the System, and for the overall System it self—as well as any other major Contract milestones.

Note: The delivery date is not presented in the Implementation Schedule. Under Incoterms 2010 for CIP, Delivery refers to the date when the Supplier delivers the goods to the first carrier at the port of embarkation, not to the arrival of the goods at the destination site. Delivery (shipment) date therefore varies according to the country of origin of the goods and the Supplier's chosen method of transport.

The target dates need to be realistic and achievable in light of the capacity of both the average Supplier and the NG-CDF Board to carry out their respective contract obligations. Also, the NG-CDF Board must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the tendering document, especially in the GCC/SCC (e.g., and/ or times specified for the submission and acceptance of the Agreed Project Plan). The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the Contract - but not so detailed that it unnecessarily constrains tenderers from organizing the proposed work in the most efficient and effective manner.

To facilitate the tendering and the contract management processes, the Implementation Schedule, the System Inventory Tables and Price Schedules should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Sub system, as well as the quantities of each item required (for the supply and install cost items as well as their current cost items). For each System Inventory Table there should be a corresponding Price Schedule that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the chances of obtaining complete and comparable tenders (and ease the tender evaluation process) as well as improving the likelihood that the Procuring Entity's and Supplier's interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the Information System).

The sample tables comprise:

- a) An Implementation Schedule Table;
- b) A Site Table(s); and
- c) A Table of Holidays and other Non-Working Days.

The NG-CDF Board should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text in the tables is illustrative only and should be modified or deleted as appropriate. The timings stated in the Implementation Schedule should be specified in weeks from Contract Effectiveness. This will ease the maintenance of the tendering documents during the preparation and tendering processes.

Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages may be applied in the event of implementation delays arising from the actions of the Supplier (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the NG-CDF Board to ensure contract discipline by the Supplier- but not so many that they unnecessarily strain the Procuring Entity-Supplier relationship upon which the successful implementation of the Information System will invariably depend.

The Site Table(s) catalog the physical allocation of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of a number of branch offices in remote regions, different departments or offices in the same city, or a combination of these. The NG-CDF Board must specify this information in sufficient detail so that Tenderers can accurately estimate costs related to:

- a) Delivery and insurance;
- b) Installation, including cabling and inter-building communications, etc.
- c) Perform support services, such as warranty defect repair, maintenance, and other technical support services; and
- d) Other related Service obligations the successful Tenderer will have to perform under the Contract, including related travel and subsistence costs.

This information will also help Tenderers identify which site(s) may warrant a site visit during the period they are preparing their tenders. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.

i) Implementation Schedule Table

[Specify desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.]

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Tenderer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan	- -	- -		- -	W_	no
1	Subsystem 1	1	___		- -	- -	- -
:	etc.						
x	Operational Acceptance of the System as an integrated whole	- -	all sites		- -	W__	yes
y	Recurrent Cost Items – Warranty Period	y	- -				

Note: The System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.

- - indicates not applicable. “Indicates repetition of table entry above.

II). SITE TABLE(S)

[Specify: the detailed information regarding the site(s) at which the System is to be operated]

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No. (if any)
HQ	Headquarters			
R1	Region 1			
R1.1	Region 1 Head Office			
R1.2	ABC Branch Office			
R1.3	DEF Branch Office			

III) TABLE OF HOLIDAYS AND OTHER NON – WORKING DAYS

[Specify: the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).]

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

H. System Inventory Tables

Notes on preparing the System Inventory Tables

The System Inventory Tables detail:

- a) for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;
- b) the quantities of such Information Technologies, Materials, and other Goods and Services;
- c) the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)
- d) the cross references to the relevant section of the Technical Requirements where that item is described in greater detail.

The NG-CDF Board should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the NG-CDF Board to obtain price information about items that are needed during the Warranty Period.

A. System Inventory Table (Supply and Installation Cost ITEMS) [insert: *identifying NUMBER*]

Line-item number: [specify: **relevant line-item number from the Implementation Schedule (e.g., 1.1)**]

[as necessary for the supply and installation of the System, specify: **the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration.**]

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Subsystem 1		- -	- -
1.1	_____			- -
:				
2.	Subsystem 2			- -
2.1	_____			- -
:				

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

B. SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) [INSERT: IDENTIFYING NUMBER]–

Line-item number: *[specify: relevant line-item number from the Implementation Schedule (e.g., y.1)]*

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
1.	Warranty Defect Repair		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
2.	Software/Firmware Licenses and Updates:		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		----days	----days	----days
3.2	Sr. Programmer		----days	----days	----days
3.3	Sr. Network Specialist, ... etc.		----days	----days	----days
	...				

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

2 Background and Informational Materials

Notes on Background and Informational Materials

This section of the tendering document provides a place to gather materials that the NG-CDF Board believes will help Tenderers prepare more precisely targeted technical tenders and more precise tender prices.

These materials MUST NOT introduce requirements for the Information System. Rather they should assist Tenderers to interpret the Technical Requirements and the General and Specific Conditions of Contract. For example, these Background and Informational Materials may describe existing information systems that the Information System to be supplied and installed under the Contract must integrate with. However, the specific requirement that the Supplier must integrate the Information System with other systems needs to be stated in the Technical Requirements. Similarly, these Background and Informational Materials may describe the legal and regulatory norms (including for example statutory report formats) that are relevant to the Information System. The Technical Requirements Section would need to spell out that the Supplier must ensure the Information System complies with the relevant legal and regulatory norms.

Background and Informational Materials

Note: The following is only a sample outline. Entries should be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. DO NOT introduce requirements for the System in this section.

A. BACKGROUND

1 The Procuring Entity

- 1.1 [provide: an overview of the Agency's legal basis, organizational role, and core objectives]*
- 1.2 [provide: an overview of the stakeholders to the Information System]*
- 1.3 [provide: an overview of the Procuring Entity's project management and decision-making arrangements applicable to the System and performance of the Contract]*

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

- 2.1 [provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System]*
- 2.2 [provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System]*
- 2.3 [provide: a brief description of the expected benefits of the System]*

B. INFORMATIONAL MATERIALS

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

- 3.1 [provide: an overview of the laws, regulations and other formal norm which will shape the Information System.]*
- 3.2 [provide: samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement.]*

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

- 4.1 [provide: an overview of the existing information systems and information technologies which will establish the technological context for the implementation of the Information System.]*
- 4.2 [provide: an overview of the ongoing or planned information systems initiatives that will shape context for the implementation of the Information System.]*

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

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

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

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI - General Conditions of ContractC

General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated below.

a) Contract Elements

- i) “Contract” means the Contract Agreement entered into between the NG-CDF Board and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- ii) “Contract Documents” means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- iii) “Contract Agreement” means the agreement entered into between the NG-CDF Board and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the tender documents and any modifications to this form agreed to by the NG-CDF Board and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- iv) “GCC” means the General Conditions of Contract.
- v) “SCC” means the Special Conditions of Contract.
- vi) “Technical Requirements” means the Technical Requirements in Section VII of the tendering documents.
- vii) “Implementation Schedule” means the Implementation Schedule in Section VII of the tendering documents.
- viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- ix) “Procurement Regulations” refers to the Regulations issued under the Public Procurement and Asset Disposal Act (2015).
- x) “tendering documents” refers to the collection of documents issued by the NG-CDF Board to instruct and inform potential suppliers of the processes for tendering, selection of the winning tender, and Contract formation, as well as the contractual conditions governing the relationship between the NG-CDF Board and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the tendering documents reflect the Procurement Regulations that the NG-CDF Board is obligated to follow during procurement and administration of this Contract.

b) Entities

- i) “Procuring Entity” means the entity purchasing the Information System, as **specified in the SCC**.
- ii) “Project Manager” means the person **named as such in the SCC** or otherwise appointed by the NG-CDF Board in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Procuring Entity.
- iii) “Supplier” means the firm or Joint Venture whose tender to perform the Contract has been accepted by the NG-CDF Board and is named as such in the Contract Agreement.
- iv) “Supplier's Representative” means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the NG-CDF Board in the manner provided in GCC Clause 18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.
- v) “Subcontractor” means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is sub contracted directly or indirectly by the Supplier.
- vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the NG-CDF Board and the Supplier to make a decision on or to settle any

Dispute between the NG-CDF Board and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

c) Scope

- i) “Information System,” also called “the System,” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.
- ii) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
- iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- iv) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.
- v) “Services” means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre- commissioning, Commissioning, maintenance, and technical support.
- vi) “The Project Plan” means the document to be developed by the Supplier and approved by the Procuring Entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's tender. The “Agreed Project Plan” is the version of the Project Plan approved by the Procuring Entity, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- vii) “Software” means that part of the System which are instructions that cause information processing Sub systems to perform in a specific manner or execute specific operations.
- viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.
- ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General- Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

- xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the NG-CDF Board under the Contract.
- xv) “Standard Materials” means all Materials not specified as Custom Materials.
- xvi) “Custom Materials” means Materials developed by the Supplier at the Procuring Entity's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
- xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extractor re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter in to computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- xviii) “Supplier's Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

d) Activities

- i) “Delivery” means the transfer of the Goods from the Supplier to the NG-CDF Board in accordance with the current edition Incoterms specified in the Contract.
- ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).
- iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).
- iv) “Commissioning” means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test (s).
- v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Sub system, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).
- vi) “Operational Acceptance” means the acceptance by the NG-CDF Board of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).

e) Place and Time

- i) “Supplier's Country” is the country in which the Supplier is legally organized, as named in the Contract Agreement.
- ii) **Unless otherwise specified in the SCC** “Project Site (s)” means the place (s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.
- iii) “Eligible Country” means the countries and territories eligible for participation in procurements.
- iv) “Day” means calendar day of the Gregorian Calendar.
- v) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in Kenya.
- vi) “Month” means calendar month of the Gregorian Calendar.
- vii) “Year” means twelve (12) consecutive Months.

- viii) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Sub system(s).
- ix) “Contract Period” is the time period during which this Contract governs the relations and obligations of the NG-CDF Board and Supplier in relation to the System, as **unless otherwise specified in the SCC**, the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
- x) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Sub system(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Sub-system[s]) as provided in GCC Clause 29 (Defect Liability).
- xi) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/ or technical support services (if any) must be available.
- xii) The Post-Warranty Services Period” means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/ or technical support services for the System, either under this Contractor under separate contract(s).

2. Contract Documents

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

- 3.1.1 All Contract Documents and related correspondence exchanged between NG-CDF Board and Supplier shall be written in **the English Language** of these tendering documents, and the Contract shall be construed and interpreted in accordance with that language.
- 3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the English Language under GCC Clause 3.1.1 above, the translation of such documents into the **English** language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

- 3.2 Singular and Plural The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons

Words importing persons or parties shall include firms, corporations, and government entities.

3.5 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

3.6 Entire Agreement

The Contract constitutes the entire agreement between the NG-CDF Board and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

3.7 Amendment

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

3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Sub contractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Procuring Entity, and nothing contained in the Contractor in any sub contract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Sub contractors and the Procuring Entity.

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the NG-CDF Board for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Procuring Entity.

3.10 Non-waiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

3.11 Severability

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

3.12 Country of Origin

“Origin” means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, air mail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by air mail or special courier.

4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

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

4.3 Pursuant to GCC Clause 18, notices from/to the NG-CDF Board are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the NG-CDF Board or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of the NG-CDF Board are as **specified in the SCC** or as subsequently established/ amended. The address of the Supplier's Representative and the fall back address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5. Governing Law

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

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

- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

6 Fraud and Corruption

6.1 The NG-CDF Board requires compliance with the laws of Kenya on Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in its statutes.

6.2 The NG-CDF Board requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

7 Scope of the System

7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision of Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and Materials were expressly mentioned in the Contract.

7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's tender, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), areas **specified in the SCC**, including the relevant terms, characteristics, and timings.

8 Time for Commencement and Operational Acceptance

- 8.1 The Supplier shall commence work on the System within the period **specified in the SCC**, and without prejudice to GCC Clause 28.2, the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.
- 8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Sub system (s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9 Supplier's Responsibilities

- 9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in the irrespective callings and supervisory staff who are competent to adequately supervise the work at hand.
- 9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the NG-CDF Board and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- 9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.
- 9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Kenya that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the NG-CDF Board under GCC Clause 10.4 and that are necessary for the performance of the Contract.
- 9.5 The Supplier shall comply with all laws in force in Kenya. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the NG-CDF Board from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Sub contractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the NG-CDF Board to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.
- 9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
- 9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).
- 9.8 Pursuant to paragraph 2.2e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Supplier's and its Sub contractors' and sub-consultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PPRA's prevailing sanctions procedures).

- 9.9 The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC**.
- 9.10 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10 Procuring Entity's Responsibilities

- 10.1 The NG-CDF Board shall ensure the accuracy of all information and/or data to be supplied by the NG-CDF Board to the Supplier, except when otherwise expressly stated in the Contract.
- 10.2 The NG-CDF Board shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1(b).
- 10.3 The NG-CDF Board shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas as reasonably required for the proper execution of the Contract.
- 10.4 If requested by the Supplier, the NG-CDF Board shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Sub contractors or the personnel of the Supplier or Sub contractors, as the case may be, to obtain.
- 10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the NG-CDF Board shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- 10.6 The NG-CDF Board shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the NG-CDF Board may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.
- 10.7 Unless otherwise specified in the Contract agreed upon by the NG-CDF Board and the Supplier, the NG-CDF Board shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- 10.8 The NG-CDF Board will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.
- 10.9 The NG-CDF Board assumes primary responsibility for the Operational Acceptance Test (s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in anyway the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- 10.10 The NG-CDF Board is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- 10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Procuring Entity, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test (s), in accordance with GCC Clause 27.2.
- 10.12 **Unless otherwise specified in the SCC** the NG-CDF Board shall have no other NG-CDF Board responsibilities.

C. Payment

11 Contract Price

- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 Unless an adjustment clause is **provided for in the SCC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the Contract;
- 11.3 The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
- 11.4 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price) / tender price X 100*.

12 Terms of Payment

- 12.1 The Supplier's request for payment shall be made to the NG-CDF Board in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract. The Contract Price shall be paid as **specified in the SCC**.
- 12.2 No payment made by the NG-CDF Board herein shall be deemed to constitute acceptance by the NG-CDF Board of the System or any Sub system (s).
- 12.3 Payments shall be made promptly by the Procuring Entity, but in no case later than (sixty (60) days after submission of a valid invoice and upon satisfactory performance of the contractual obligations by the Supplier. In the event that the NG-CDF Board fails to make any payment by its respective due date or within the period set forth in the Contract, the NG-CDF Board shall pay to the Supplier interest on the amount of such delayed payment at the rate (s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 12.4 Payments shall be made in the currency (ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For Goods and Services supplied locally, payments shall be made **as specified in the SCC**.
- 12.5 **Unless otherwise specified in the SCC**, payment of the foreign currency portion of the Contract Price for Goods supplied from outside Kenya shall be made to the Supplier through an irrevocable Form of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the Form of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.

13 Securities

13.1 Issuance of Securities

The Supplier shall provide the securities specified below in favor of the NG-CDF Board at the times and in the amount, manner, and form specified below.

13.2 Advance Payment Security

- a) Unless otherwise specified in the SCC, the Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.
- b) The security shall be in the form provided in the tendering documents or in another form acceptable to the Procuring Entity. The amount of the security shall be reduced in proportion to the value of the System

executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Procuring Entity. **Unless otherwise specified in the SCC**, the reduction in value and expiration of the Advance Payment Security are calculated as follows:

$P \times a / (100 - a)$, where “P” is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause 12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the tendering documents, or it shall be in another form acceptable to the Procuring Entity.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in the SCC, on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14 Taxes and Duties

14.1 For Goods or Services supplied from outside and inside Kenya, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Kenya and inside Kenya, and these duties or taxes shall be made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Procuring Entity. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in Kenya, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

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

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in Kenya (also called “Tax” in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Sub contractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D. Intellectual Property

15 Copyright

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

- 15.2 The NG-CDF Board agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the NG-CDF Board for use within the scope of the project of which the System is apart, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- 15.3 The Procuring Entity's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- 15.4 **Unless otherwise specified in the SCC**, the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract on creation of the rights (if later than the date of this Contract), vest in the Procuring Entity. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the NG-CDF Board may consider necessary or desirable to perfect the right, title, and interest of the NG-CDF Board in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of any or all right in such an item does not assert it, and the Supplier shall, if requested to do so by the NG-CDF Board and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

16 Software License Agreements

- 16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier hereby grants to the NG-CDF Board license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
Such license to access and use the Software shall:
- a) be:
 - i. non-exclusive;
 - ii. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
 - iii. **unless otherwise specified in the SCC** valid throughout Kenya;
 - iv. **unless otherwise specified in the SCC** subject to NO additional restrictions.
 - b) Permit the Software to be:
 - i. used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's tender), plus a backup computer(s) of the same or similar capacity, if the primary is (are) in operative, and during a reasonable transitional period when use is being transferred between primary and back up;
 - ii. used or copied for use on or transferred to are placement computer (s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's tender specifies a class of computer to which the license is restricted, the replacement computer (s) is (are) within that class;
 - iii. if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or back up computer (s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;
 - iv. reproduced for safe keeping or back up purposes;
 - v. customized, adapted, or combined with other computer software for use by the Procuring Entity, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as a set forth in this Contract;
 - vi. **unless otherwise specified in the SCC**, disclosed to, and reproduced for use by, support service suppliers and their sub-contractors, (and the NG-CDF Board may sub-license such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as a set forth in this Contract; and
 - vii. **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

- 16.2 The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the NG-CDF Board will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the NG-CDF Board and the Supplier, NG-CDF Board will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17 Confidential Information

- 17.1 **Unless otherwise specified in the SCC**, the "Receiving Party" (either the NG-CDF Board or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- 17.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the NG-CDF Board or the Procuring Entity's use of the System.
- 17.3 Notwithstanding GCC Clauses 17.1 and 17.2:
- a) the Supplier may furnish to its Subcontractor Confidential Information of the NG-CDF Board to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
 - b) the NG-CDF Board may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and a tenderer by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.
- 17.4 The NG-CDF Board shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring Entity's prior written consent, use any Confidential Information received from the NG-CDF Board for any purpose other than those that are required for the performance of the Contract.
- 17.5 The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
- a) Now or hereafter enters the public domain through no fault of the Receiving Party;
 - b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
- 17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- 17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

18 Representatives

18.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the NG-CDF Board shall appoint and notify the Supplier in writing of the name of the Project Manager. The

NG-CDF Board may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the NG-CDF Board on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the NG-CDF Board pursuant to GCC Clause 4.

18.2 Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the NG-CDF Board in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vita for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the NG-CDF Board does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the NG-CDF Board objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2 **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3 The Supplier shall not revoke the appointment of the Supplier's Representative without the Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the NG-CDF Board consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4 The Supplier's Representative and staff are obliged to work closely with the Procuring Entity's Project Manager and staff, act within their own authority, and a tenderer by directives issued by the NG-CDF Board that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the NG-CDF Board (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities there by delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Objections and Removals

18.3.1 The NG-CDF Board may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may have behaved inappropriately, be incompetent, or be negligent. The NG-CDF Board shall provide evidence of the same, where upon the Supplier shall remove such person from work on the System.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a replacement.

19 Project Plan

19.1 In close cooperation with the NG-CDF Board and based on the Preliminary Project Plan included in the Supplier's tender, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/ or Technical Requirements.

- 19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Entity. The NG-CDF Board shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called “non-conformities” below). The Supplier shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Procuring Entity. The NG-CDF Board shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the NG-CDF Board shall provide confirmation in writing to the Supplier. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the NG-CDF Board and the Supplier.
- 19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.
- 19.4 The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.
- 19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the NG-CDF Board Monthly Progress Reports summarizing:
- i) Results accomplished during the prior period;
 - ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
 - iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
 - iv) other issues and outstanding problems; proposed actions to be taken;
 - v) resources that the Supplier expects to be provided by the NG-CDF Board and/ or actions to be taken by the NG-CDF Board in the next reporting period;
 - vi) other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.
- 19.6 The Supplier shall submit to the NG-CDF Board other (periodic) reports **as specified in the SCC**.

20 Sub-contracting

- 20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Procuring Entity. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to the NG-CDF Board for its approval insufficient time so as not to impede the progress of work on the System. The NG-CDF Board shall not withhold such approval unreasonably. Such approval by the NG-CDF Board of a Subcontractor (s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.
- 20.2 The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the Procuring Entity's prior approval under GCC Clause 20.3.
- 20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the NG-CDF Board in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the NG-CDF Board has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the NG-CDF Board has objected in writing prior to the end of the notice period. The absence of a written objection by the NG-CDF Board during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the NG-CDF Board of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the NG-CDF Board or Supplier as they are specified in GCC Clauses 20.1 and

20.2, or in Appendix3 of the Contract Agreement.

21 Design and Engineering

21.1 Technical Specifications and Drawings

- 21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contractor, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

- 21.1.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Project Manager.

21.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the NG-CDF Board and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/ Review of Controlling Technical Documents by the Project Manager

- 21.3.2 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

- 21.3.3 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

- 21.3.4 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

- 21.3.5 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

- 21.3.6 If any dispute occurs between the NG-CDF Board and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification (s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the NG-CDF Board has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the NG-CDF Board for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

- 21.3.7 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.
- 21.3.8 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22 Procurement, Delivery, and Transport

- 22.1 Subject to related Procuring Entity's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.
- 22.2 Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.
- 22.3 Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.
- 22.4 Packaging and Transportation
- 22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring Entity's instructions to the Supplier.
- 22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.
- 22.4.3 **Unless otherwise specified in the SCC**, the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

Unless otherwise specified in the SCC, the Supplier will provide the NG-CDF Board with shipping and other documents, as specified below:

- 22.4.4 For Goods supplied from outside Kenya:
Upon shipment, the Supplier shall notify the NG-CDF Board and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the NG-CDF Board by mail or courier, as appropriate, with a copy to the cargo insurance company:
- a Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
 - b usual transportation documents;
 - c insurance certificate;
 - d certificate (s) of origin; and
 - e estimated time and point of arrival in Kenya and at the site.

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

Upon shipment, the Supplier shall notify the NG-CDF Board by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the NG-CDF Board by mail or courier, as appropriate:

- a Two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
- b Delivery note, railway receipt, or truck receipt;
- c certificate of insurance;
- d certificate (s) of origin; and
- e estimated time of arrival at the site.

25.6 Customs Clearance

- a) The NG-CDF Board will bear responsibility for, and cost of, customs clearance into Kenya in accordance with the particular Incoterm(s) used for Goods supplied from outside Kenya in the Price Schedules referred to by Article 2 of the Contract Agreement.
- b) At the request of the Procuring Entity, the Supplier will make available a representative or agent during the process of customs clearance in Kenya for goods supplied from outside Kenya. In the event of delays in customs clearance that are not the fault of the Supplier:
 - i) the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;
 - ii) the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that the Supplier may incur as a result of the delay.

23 Product Upgrades

- 23.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its tender and still to be delivered, the Supplier shall be obligated to offer to the NG-CDF Board the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).
- 23.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the NG-CDF Board any cost reductions and additional and/ or improved support and facilities that it offers to other clients of the Supplier in Kenya, pursuant to GCC Clause 39 (Changes to the System).
- 23.3 During performance of the Contract, the Supplier shall offer to the NG-CDF Board all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its tender.
- 23.4 **Unless otherwise specified in the SCC**, during the Warranty Period, the Supplier will provide at no additional cost to the NG-CDF Board all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin of the Software.
- 23.5 The NG-CDF Board shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the NG-CDF Board receives a production-ready copy of a subsequent version, release, or update. The NG-CDF Board shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24 Implementation, Installation, and Other Services

- 24.1 The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.
- 24.2 Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Tender) and shall not exceed the prevailing rates charged by the Supplier to other Procuring Entity's in Kenya for similar services.

25 Inspections and Tests

- 25.1 The NG-CDF Board or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/ or conformity to the Contract at the point of delivery and/ or at the Project Site.
- 25.2 The NG-CDF Board or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the NG-CDF Board shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.
- 25.3 Should the inspected or tested components fail to conform to the Contract, the NG-CDF Board may reject the component (s), and the Supplier shall either replace the rejected component (s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Procuring Entity.
- 25.4 The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/ or test shall be added to the Contract Price. Further, if such inspection and/ or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- 25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/ or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26 Installation of the System

- 26.1 As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the NG-CDF Board in writing.
- 26.2 The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the tendering documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Sub system is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/ or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Sub system and, when in the Supplier's opinion the System or Sub system is ready for Commissioning and Operational Acceptance Testing, notify the NG-CDF Board in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause shall be repeated, as necessary, until an Installation Certificate is issued.
- 26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the NG-CDF Board puts the System or a Subsystem in to production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the NG-CDF Board put the System in to production operation, as the case may be.

27 Commissioning and Operational Acceptance

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

- a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or
- b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or
- c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The NG-CDF Board shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the NG-CDF Board (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's tender, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/ or the Agreed Project Plan. At the Procuring Entity's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Procuring Entity, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the NG-CDF Board and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/ or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

- a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or
- b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the NG-CDF Board within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or
- c) the NG-CDF Board has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the NG-CDF Board and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Procuring Entity, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

- a) Issue an Operational Acceptance Certificate; or
- b) Notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
- c) Issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

- 27.3.4 The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring Entity, and the Procuring Entity, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Sub system. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the NG-CDF Board of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The NG-CDF Board shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
- 27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, the neither:
- a The NG-CDF Board may consider terminating the Contract, pursuant to GCC Clause 41.2.2; or
 - b If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the NG-CDF Board to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.
- 27.3.6 If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.
- 27.4 Partial Acceptance
- 27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem (s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate (s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.
- 27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.
- 27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the NG-CDF Board or Supplier.

F. Guarantees and Liabilities

28 Operational Acceptance Time Guarantee

- 28.1 The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).
- 28.2 **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the

NG-CDF Board liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount often (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the NG-CDF Board may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3 **Unless otherwise specified in the SCC**, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the NG-CDF Board may have under the Contract for other delays.

28.4 If liquidated damages are claimed by the NG-CDF Board for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the NG-CDF Board in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29 Defect Liability

29.1 The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2 The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and in corporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3 **Unless otherwise specified in the SCC**, the Supplier warrants that : (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.

29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.

29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the NG-CDF Board regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6 The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:

- Improper operation or maintenance of the System by the Procuring Entity;
- Normal wear and tear;
- use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
- modifications made to the System by the Procuring Entity, or a third party, not approved by the Supplier.

29.7 The Supplier's obligations under this GCC Clause 29 shall not apply to:

- any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

- b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the NG-CDF Board or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8 The NG-CDF Board shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The NG-CDF Board shall afford all reasonable opportunity for the Supplier to inspect any such defect. The NG-CDF Board shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9 The Supplier may, with the consent of the Procuring Entity, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the NG-CDF Board may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, where upon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case maybe) until that part of the System passes such tests. The tests shall be agreed upon by the NG-CDF Board and the Supplier.

29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the NG-CDF Board may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the NG-CDF Board in connection with such work shall be paid to the NG-CDF Board by the Supplier or may be deducted by the NG-CDF Board from any monies due the Supplier or claimed under the Performance Security.

29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the NG-CDF Board because of such defect and/or making good of such defect.

29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the NG-CDF Board may choose to retain physical possession of any replaced defective information storage devices.

29.13 At the request of the NG-CDF Board and without prejudice to any other rights and remedies that the NG-CDF Board may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the NG-CDF Board to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the NG-CDF Board of the benefit of any warranties given by such producers or licensors to the Supplier.

30 Functional Guarantees

30.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Procuring Entity's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance govern show technical conformance of the System to the Contract requirements will be determined.

30.2 If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the NG-CDF Board upon completion of the necessary changes, modifications, and/or additions and shall request the NG-CDF Board to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the NG-CDF Board may consider

termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

31 Intellectual Property Rights Warranty

31.1 The Supplier here by represents and warrants that:

- a) The System as supplied, installed, tested, and accepted;
- b) Use of the System in accordance with the Contract; and
- c) Copying of the Software and Materials provided to the NG-CDF Board in accordance with the Contract do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfer so frights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the NG-CDF Board to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

32 Intellectual Property Rights Indemnity

32.1 The Supplier shall indemnify and hold harmless the NG-CDF Board and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the NG-CDF Board or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

- a) Installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
- b) copying of the Software and Materials provided by the Supplier in accordance with the Agreement; and
- c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the Procuring Entity's breach of GCC Clause 32.2.

32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced there by in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3 Such indemnities shall also not apply if any claim of infringement:

- a) Is asserted by apparent, subsidiary, or affiliate of the Procuring Entity's organization;
- b) Is a direct result of a design mandated by the Procuring Entity's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Tender; or
- c) Results from the alteration of the System, including the Materials, by the NG-CDF Board or any persons other than the Supplier or a person authorized by the Supplier.

32.4 If any proceedings are brought or any claim is made against the NG-CDF Board arising out of the matters referred to in GCC Clause 32.1, the NG-CDF Board shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the NG-CDF Board within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the NG-CDF Board shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the NG-CDF Board within the twenty-eight (28) days, the NG-CDF Board shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The NG-CDF Board shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5 The NG-CDF Board shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or

Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the NG-CDF Board or any persons (other than the Supplier) contracted by the Procuring Entity, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6 Such indemnity shall not cover

- a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the NG-CDF Board or any other person contracted by the Procuring Entity, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

32.7 Such indemnities shall also not apply:

- a) If any claim of infringement is asserted by apparent, subsidiary, or affiliate of the Supplier's organization;
- b) to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the NG-CDF Board or any persons contracted by the Procuring Entity.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the NG-CDF Board notice of such proceedings or claims, and the NG-CDF Board may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the NG-CDF Board fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the NG-CDF Board has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the NG-CDF Board in conducting such proceedings or claim and shall be reimbursed by the NG-CDF Board for all reasonable expenses incurred in so doing.

33 Limitation of Liability

33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and
- b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the NG-CDF Board with respect to intellectual property rights infringement.

G. Risk Distribution

34 Transfer of Ownership

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

34.2 Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

- 34.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35 Care of the System

- 35.1 The NG-CDF Board shall be come responsible for the care and custody of the System or Subsystems upon their Delivery. The NG-CDF Board shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), except such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.
- 35.2 If any loss or damage occurs to the System or any part of the System by reason of:
- a) (in so far as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;
 - b) Any use not in accordance with the Contract, by the NG-CDF Board or any third party;
 - c) Any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Procuring Entity, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2, the NG-CDF Board shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the NG-CDF Board requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the NG-CDF Board in accordance with GCC Clause 39. If the NG-CDF Board does not request the Supplier in writing to make good any loss or damage to the System there by occasioned, the NG-CDF Board shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System there by lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the NG-CDF Board shall terminate the Contract pursuant to GCC Clause 41.1.
- 35.3 The NG-CDF Board shall be liable for any loss of or damage to any Supplier's Equipment which the NG-CDF Board has authorized to locate within the Procuring Entity's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

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

- 36.1 The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Kenya.
- 36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the NG-CDF Board and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the NG-CDF Board or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Procuring Entity, its contractors, employees, officers, or agents.
- 36.3 If any proceedings are brought or any claim is made against the NG-CDF Board that might subject the Supplier to liability under GCC Clause 36.2, the NG-CDF Board shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the NG-CDF Board within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the NG-CDF Board shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the NG-CDF Board within the twenty-eight (28) day period, the NG-CDF Board shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The NG-CDF Board shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- 36.4 The NG-CDF Board shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Procuring Entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.
- 36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the NG-CDF Board to liability under GCC Clause 36.4, the Supplier shall promptly give the NG-CDF Board notice of such proceedings or claims, and the NG-CDF Board may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the NG-CDF Board fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the NG-CDF Board has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the NG-CDF Board in conducting such proceedings or claim and shall be reimbursed by the NG-CDF Board for all reasonable expenses incurred in so doing.
- 36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37 Insurances

- 37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably withhold such approval.
- a) Cargo Insurance During Transport
as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.
 - b) Installation "All Risks" Insurance
as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.
 - c) Third-Party Liability Insurance
On terms as **specified in the SCC**, covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any Subsystems that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Information System.
 - d) Automobile Liability Insurance
In accordance with the statutory requirements prevailing in Kenya, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.
 - e) Other Insurance (if any), as **specified in the SCC**.
- 37.2 The NG-CDF Board shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- 37.3 The Supplier shall deliver to the NG-CDF Board certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

- 37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.
- 37.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the NG-CDF Board may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the NG-CDF Board shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.
- 37.6 Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Supplier. The NG-CDF Board shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Procuring Entity's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Procuring Entity. With respect to insurance claims in which the Supplier's interest is involved, the NG-CDF Board shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38 Force Majeure

- 38.1 "Force Majeure" shall mean any event beyond the reasonable control of the NG-CDF Board or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- a) war, hostilities, or war like operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
 - d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
 - f) failure, by the Supplier, to obtain the necessary export permit (s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- 38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- 38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

- 38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.
- 38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- a) Constitute a default or breach of the Contract;
 - b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- 38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the NG-CDF Board and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.
- 38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the NG-CDF Board to make payments to the Supplier under this Contract.

H. Change in Contract Elements

39 Changes to the System

39.1 Introducing a Change

- 39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the NG-CDF Board shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.
- 39.1.2 A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).
- 39.1.3 The Supplier may from time to time during its performance of the Contract propose to the NG-CDF Board (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The NG-CDF Board may at its discretion approve or reject any Change proposed by the Supplier.
- 39.1.4 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.
- 39.1.5 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the tendering documents.
- 39.1.6 Moreover, the NG-CDF Board and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Procuring Entity

39.2.4 If the NG-CDF Board proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- a Brief description of the Change;
- b Impact on the Time for Achieving Operational Acceptance;
- c Detailed estimated cost of the Change;
- d Effect on Functional Guarantees (if any);
- e Effect on any other provisions of the Contract.

39.2.5 Prior to preparing and submitting the “Change Proposal,” the Supplier shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the NG-CDF Board shall do one of the following:

- a accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
- b advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
- c advise the Supplier that the NG-CDF Board does not intend to proceed with the Change.

39.2.6 Upon receipt of the Procuring Entity's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the NG-CDF Board and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.7 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.8 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the NG-CDF Board accepts the Supplier's objection, the NG-CDF Board shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.9 Upon receipt of the Change Proposal, the NG-CDF Board and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the NG-CDF Board shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the NG-CDF Board is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the NG-CDF Board decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.10 If the NG-CDF Board and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3 Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the NG-CDF Board choose not to proceed or the NG-CDF Board and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the NG-CDF Board and the Supplier to the contrary.

39.4 Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract.

39.4.1 The value engineering proposal shall, at a minimum, include the following;

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

39.4.2 The NG-CDF Board may accept the value engineering proposal if the proposal demonstrates benefits that:

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

39.4.3 If the value engineering proposal is approved by the NG-CDF Board and results in:

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

40 Extension of Time for Achieving Operational Acceptance

40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) Any Change in the System as provided in GCC Clause 39 (Change in the Information System);
- b) Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
- c) Default of the Procuring Entity; or
- d) Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the NG-CDF Board and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Procuring Entity's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

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

41 Termination

41.1 Termination for Procuring Entity's Convenience

41.1.1 The NG-CDF Board may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

- a) cease all further work, except for such work as the NG-CDF Board may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- b) terminate all subcontracts, except those to be assigned to the NG-CDF Board pursuant to GCC Clause (d) (ii) below;
- c) Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Sub contractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall
 - i) deliver to the NG-CDF Board the parts of the System executed by the Supplier up to the date of termination;
 - ii) to the extent legally possible, assign to the NG-CDF Board all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
 - iii) deliver to the NG-CDF Board all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the NG-CDF Board shall pay to the Supplier the following amounts:

- a) The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;
- b) The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors' personnel;
- c) any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
- d) costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2(a); and
- e) the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2 Termination for Supplier's Default

41.2.1 The Procuring Entity, without prejudice to any other rights or remedies it may possess, may terminate the Contract forth within the following circumstances by giving a notice of termination and its reasons there for to the Supplier, referring to this GCC Clause 41.2:

- a) If the Supplier becomes bankrupt or in solvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its under taking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- b) If the Supplier assigns or transfers the Contractor any right or interest, there in in violation of the provision of GCC Clause 42 (Assignment); or
- c) If the Supplier, in the judgment of the NG-CDF Board has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of the Appendix to the GCC, in competing for or in executing the Contract, including but

Not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2 If the Supplier:

- d) Has abandoned or repudiated the Contract;
- e) Has without valid reason failed to commence work on the System promptly;
- f) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- g) Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the NG-CDF Board that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then the NG-CDF Board may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the NG-CDF Board may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

- h) cease all further work, except for such work as the NG-CDF Board may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
- i) terminate all subcontracts, except those to be assigned to the NG-CDF Board pursuant to GCC Clause (d) below;
- j) deliver to the NG-CDF Board the parts of the System executed by the Supplier up to the date of termination;
- k) to the extent legally possible, assign to the NG-CDF Board all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
- l) deliver to the NG-CDF Board all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4 The NG-CDF Board may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the NG-CDF Board thinks appropriate, the NG-CDF Board shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

41.2.5 Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the NG-CDF Board from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6 If the NG-CDF Board completes the System, the cost of completing the System by the NG-CDF Board shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the NG-CDF Board in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause 41.2.5, the Supplier shall pay the balance to the Procuring Entity, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the NG-CDF Board shall pay the balance to the Supplier. The NG-CDF Board and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Supplier

41.3.1 If:

- a) the NG-CDF Board has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC**, or commits a substantial breach of the Contract, the Supplier may give a notice to the NG-CDF Board that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the NG-CDF Board to remedy the same, as the case may be. If the NG-CDF Board fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice; or
- b) the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity, including but not limited to the Procuring Entity's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System; then the Supplier may give a notice to the NG-CDF Board of such events, and if the NG-CDF Board has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the NG-CDF Board within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the NG-CDF Board referring to this GCC Clause 41.3.1, forth with terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the NG-CDF Board to that effect, referring to this GCC Clause 41.3.2, if the NG-CDF Board becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the NG-CDF Board takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:

- c) Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- d) Terminate all subcontracts, except those to be assigned to the NG-CDF Board pursuant to Clause 41.3.3 (d) (ii);
- e) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
- f) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
 - i) deliver to the NG-CDF Board the parts of the System executed by the Supplier up to the date of termination;
 - ii) to the extent legally possible, assign to the NG-CDF Board all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
 - iii) to the extent legally possible, deliver to the NG-CDF Board all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the NG-CDF Board shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding

Obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

- 41.5 In this GCC Clause 41, in calculating any monies due from the NG-CDF Board to the Supplier, account shall be taken of any sum previously paid by the NG-CDF Board to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC**.

42 Assignment

- 42.1 Neither the NG-CDF Board nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contractor any part thereof, or any right, benefit, obligation, or interest there in or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I. Settlement of Disputes

43 Settlement of Disputes

43.1 Adjudication

- 43.1.1 If any dispute of any kind what so ever shall arise between the NG-CDF Board and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute **by mutual consultation**. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause43.2.1.

- 43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the NG-CDF Board or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the NG-CDF Board and the Supplier. Any decision that has become final and binding shall be implemented by the parties forth with.

- 43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the NG-CDF Board and the Supplier.

- 43.1.4 Should the Adjudicator resign or die, or should the NG-CDF Board and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the NG-CDF Board and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC**, or, if no Appointing Authority is **specified in SCC**, the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2 Arbitration

- 43.2.1 If
- a) the NG-CDF Board or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
 - b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the NG-CDF Board or the Supplier acts within the following fourteen (14) days, or
 - c) in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the NG-CDF Board or the Supplier acts within the following fourteen (14) days, then either the NG-CDF Board or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator incase an Adjudicator had

been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Information System.

43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- b) The NG-CDF Board shall pay the Supplier any monies due the Supplier.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause1)

GCC 1.1 (b) (i)	The NG-CDF Board is: [the legal name of the NG-CDF Board] .
GCC 1.1 (b) (ii)	The Project Manager is: [Manager ICT supported by Manager M & E] . GCC
GCC 1.1 (e) (ix)	There are no Special Conditions associated with GCC 1.1 (e) (x). [Note: The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is 24 months starting with the completion of the Warranty Period.

2. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: ict@ngcdf.go.ke Fallback address of The NG-CDF Board : [P.O Box 46682-00100 Nairobi .] [Note: If the NG-CDF Board wishes to use Electronic Data Interchange (EDI) to communicate with the Supplier, it should specify the standards and protocols (for example ANSI A1 or ISO EDIFACT). The details may then be revised at Contract finalization. If so, add the following text.] For Electronic Data Interchange (EDI) the NG-CDF Board and Supplier will use the following standards, protocols, addresses, and procedures: [insert: standards, protocols, addresses; also describe: any relevant procedures]

B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Tender: [specify: the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.] [Note: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties. If the NG-CDF Board expects that wear and tear on System components will

	<i>necessitate routine replacement of such components, and if NG-CDF Board technical staff will perform these repair and replacement tasks, the NG-CDF Board may wish to consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts.]</i> The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for three years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Supplier as part of its Tender. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts. <i>[list the spare parts needs, or reference the line items in the Spare Parts Price Schedule in the Supplier's Tender, if the Supplier is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]</i> [Note: <i>The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.]</i>

4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: [insert: number of days] days from the Effective Date of the Contract.

5. Supplier's Responsibilities (GCC Clause 9)

C. PAYMENT

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: ["not applicable"]. [Note: <i>Price adjustment is not generally associated with Information System procurements. Price adjustment may be appropriate when: (i) performance of the Contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]</i>

7. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the NG-CDF Board shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the

	specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement. (a) Advance Payment - not be applicable.
GCC 12.3	The NG-CDF Board shall pay to the Supplier interest on the delayed payments at a rate of: [insert: “%” per annum] .
GCC 12.4	The Supplier will invoice the NG-CDF Board in the currency indicated in the Tender Data Sheet.

8. Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in Kenya Shilling for an amount equal to 10 percent of the Contract Price, excluding any Recurrent Costs.
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to 2.5 percent of the Contract Price, excluding any Recurrent Costs.

D. Intellectual Property

9. Copyright (GCC Clause 15)

GCC 15.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.3</i> <i>[Note: If the NG-CDF Boards a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any NG-CDF Board of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]</i>
GCC 15.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.4</i>[Note: <i>There is a broad spectrum of strategies that the NG-CDF Board can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the NG-CDF Board retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the NG-CDF Board has highly sensitive procedures embedded in the Custom Software (e.g., a central bank’s settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the NG-CDF Board considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from exploitation of that know-how. The other extreme case is where the NG-CDF Board retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate</i>

when the Supplier wants to take advantage of the potential cost reduction in allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the NG-CDF Board has no proprietary or commercial concerns regarding its reuse.

A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the NG-CDF Boards entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Procuring Entity's obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (I) what the NG-CDF Board must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.

The Supplier's rights in relation to the Custom Software may:

- *Be limited to use in order to support the Procuring Entity; or*
- *Extend to commercial exploitation by re-licensing to third-party customers.*

If the Supplier's rights extend to commercial exploitation, they may be limited as follows:

- *There may be an interim period, designed to protect the Procuring Entity's competitive edge, during which the Supplier is not permitted to exploit commercially; and/or*
- *The Supplier may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the Procuring Entity) or in certain territories (for example, Kenya), either for a limited period or indefinitely; and/or*
- *The Supplier may be required to pay royalties to the NG-CDF Board when it licenses third parties to use the Custom Software.*

The first two of these categories of limitation are intended to protect the Procuring Entity's competitive edge. The third is intended to allow the NG-CDF Board to share in future profits made by the Supplier through exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the NG-CDF Board regarding future sales of products to which royalties apply and audit rights so that the NG-CDF Board can check that the Supplier's reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the NG-CDF Board may not benefit from an up-front cost saving.

The Procuring Entity's rights in relation to the Custom Software may also be restricted to "user" rights or extended to commercial exploitation. If the NG-CDF Boards to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the NG-CDF Board on exactly the same terms as the

	<i>Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Procuring Entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).</i> <i>If the NG-CDF Boards to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the ways in which the Procuring Entity's own usage rights to the Custom Software may be limited.</i> <i>It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Procuring Entity.</i> <i>The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Procuring Entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the NG-CDF Board a license that is exclusive, in relation to exploitation in Kenya, for two years).</i> <i>If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.</i> <i>Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the NG-CDF Board of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]</i>
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i> <i>[Note:</i> Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Kenya or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover: <i>(I) the Supplier's obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;</i> <i>(ii) the Supplier's warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the NG-CDF Board and suitable to enable the NG-CDF Board to support and develop the Software;</i> <i>(iii) the escrow agent's obligations to keep the Source Code secure and</i>

	<i>confidential;</i> (iv) <i>the escrow agent’s obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);</i> (v) <i>the obligations of the Supplier and the NG-CDF Board in relation to payment of the escrow agent’s fee;</i> (vi) <i>the escrow agent’s right and obligation to release the Source Code to the NG-CDF Board in certain specified “release events” (e.g., bankruptcy or insolvency of the Supplier or the Supplier’s failure to make deposits or to support the Software);</i> (vii) <i>limitations and exclusions of the escrow agent’s liability;</i> (viii) <i>the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and</i> (ix) <i>confidentiality undertakings to be given by the NG-CDF Board on release of the Source Code.]</i>

10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</i> <i>[Note: In the interest of soliciting lower Tender prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:</i> (a) <i>restrictions on the number of records in particular categories that may be held by the System;</i> (b) <i>restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;</i> (c) <i>restrictions on the number of persons who may be authorized to use the System at any time;</i> (d) <i>restrictions on the number of persons who may access the System simultaneously at any time; or</i> (e) <i>restrictions on the number of workstations that may be connected to the System at any time.</i> <i>Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]</i>
GCC 16.1 (b) (vi)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</i> <i>[Note: The NG-CDF Board may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]</i>
GCC 16.1 (b) (vii)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i>

	<i>[Note: The NG-CDF Board may, for example, wish to specify the members of the Procuring Entity's business group that are not direct competitors of the Supplier and that the NG-CDF Board must obtain and provide the Supplier written evidence from such parties that such parties will adhere by the terms of the Contract as if they were party to the Contract.]</i>
GCC 16.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.2</i> <i>[Note: If on-site audits are acceptable, the NG-CDF Board may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Procuring Entity's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the NG-CDF Board as a direct result of the audit; etc.].</i>

11. Confidential Information (GCC Clause 17)

GCC 17.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 17.1</i> <i>[Note: The NG-CDF Board may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the NG-CDF Board will ensure that such parties are aware of and will adhere by the Procuring Entity's obligations under GCC Clause 17 as if such party were a party to the Contract in place of the Procuring Entity.</i> <i>if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.]</i>

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

12. Representatives (GCC Clause 18)

GCC 18.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.1</i> <i>[Note: If appropriate specify additional powers or limitations.]</i> The Procuring Entity's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the NG-CDF Board in matters relating to the Contract <i>[state necessary and appropriate clauses]</i>.
GCC 18.2.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i> <i>[Note: If appropriate specify additional powers or limitations.]</i> The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract <i>[state necessary and appropriate clauses]</i>. <i>[Note: Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]</i>

13. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject: (a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format); (b) Implementation Sub-Plan; (c) Training Sub-Plan; (d) Testing and Quality Assurance Sub-Plan; (e) Warranty Defect Repair and Technical Support Service Sub-Plan Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference)].
GCC 19.6	The Supplier shall submit to the Procuring Entity: (I) monthly inspection and quality assurance reports (ii) monthly training participants test results (iii) monthly log of service calls and problem resolutions

14. Design and Engineering (GCC Clause 21)

GCC 21.3.1	There are no Special Conditions of Contract applicable to GCC Clause 21.3.1. [Note: If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).] [The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. [state "none" or specify, for example: (*) detailed site surveys; (*) final Subsystem configurations; (*) etc.

15. Product Upgrades (GCC Clause 23)

GCC 23.4	There are no Special Conditions of Contract applicable to GCC Clause 23.4. [Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of tender submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective. For example, this may be particularly appropriate when the NG-CDF Board would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only

	<i>the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]</i>

16. Inspections and Tests (GCC Clause 25)

GCC 25	<i>There are no Special Conditions of Contract applicable to GCC Clause 25.</i> <i>[Note: Procuring Entity's may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the NG-CDF Board receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]</i>

17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</i> <i>[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the NG-CDF Board prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the NG-CDF Board and its management, the Supplier, and any users.</i> <i>In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]</i>

F. Guarantees and Liabilities

18. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.2.</i> <i>[Note: Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the NG-CDF Board may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].</i>
GCC 28.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 28.3.</i> <i>[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Tenderers. This most likely will lead to higher tender prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]</i>

19. Defect Liability (GCC Clause 29)

GCC 29.1	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i> <i>[Note: Software is never completely error or “bug” free. Thus, the NG-CDF Board may wish to refine or to limit the Supplier’s warranty obligations. Properly done, this can reduce Tenderer’s perceptions of financial risk and help lower tender prices. However, the NG-CDF Board should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Procuring Entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The NG-CDF Board should consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]</i>
GCC 29.4	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.4.</i> <i>[Note: When defining the Warranty period, NG-CDF Board should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].</i>
GCC 29.10	<i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i> <i>[Note: Typically, the NG-CDF Board should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Kenya.</i> <i>The GCC specifies that the Supplier must commence work on warranty defects within a maximum of two weeks; else the NG-CDF Board may contract-in such services at the Supplier’s expense. The NG-CDF Board may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their tender prices.]</i>

20. Functional Guarantees (GCC Clause 30)

GCC 30	<i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i> <i>[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]</i>

G. Risk Distribution

21. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of <i>[insert: monetary value]</i> with deductible limits of no more than <i>[insert: monetary value]</i>. The insured Parties shall be <i>[list insured parties]</i>. The Insurance shall cover the period from <i>[insert: beginning date, relative to the Effective Date of the Contract]</i> until <i>[insert: expiration date, relative to the Effective Date of the Contract or its completion]</i>.

GCC 37.1 (e)	<i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i> <i>[Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Procuring Entity’s legal department.</i> <i>For example:</i> <i>The Supplier shall obtain Worker’s Compensation Insurance in accordance with the statutory requirements of [insert: Kenya]. Specifically: [insert: requirements]. The Insurance shall cover the period from [insert: beginning date, relative to the Effective Date of the Contract] until [insert: expiration date, relative to the Effective Date of the Contract or its completion].</i> <i>The Supplier shall obtain Employer’s Liability Insurance in accordance with the statutory requirements of [insert: Kenya]. Specifically: [insert: requirements]. The Insurance shall cover the period from [insert: beginning date, relative to the Effective Date of the Contract] until [insert: expiration date, relative to the Effective Date of Contract or its completion].</i>

H. CHANGE IN CONTRACT ELEMENTS

22. Changes to the System (GCC Clause 39)

GCC 39.4.3	Value Engineering If the value engineering proposal is approved by the NG-CDF Board the amount to be paid to the Supplier shall be ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

I. Settlement of Disputes

23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: <i>[insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state “not applicable.”]</i>
GCC 43.2.3	If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of <i>[select one of the following: UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration]</i>. These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. If the Supplier is a national of Kenya, any dispute between the NG-CDF Board and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Kenya.

SECTION VIII - CONTRACT FORMS

Notes to the NG-CDF Board on preparing the Contract Forms.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Pursuant to Clause 13.2, the successful Tenderer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this SPD. Unless the NG-CDF Board has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the NG-CDF Board wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document to potential Tenderers.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the tendering document unaltered. If the NG-CDF Board wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document.

Notes to Tenderers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Tenderer following notification of award: (I) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (I) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Tenderer's Tender Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's tender prices to correct errors, adjust the Contract Price to reflect - if applicable - any extensions to tender validity beyond the last day of original tender validity plus 56 days, etc.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security in the form contained in this section of these tendering documents and in the amount specified in accordance with the SCC.

Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Tenderer is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of these tendering documents or another form acceptable to the Procuring Entity. If a Tenderer wishes to propose a different Advance Payment Security form, it should submit a copy to the NG-CDF Board promptly for review and confirmation of acceptability before the tender submission deadline.

The NG-CDF Board and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (I) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the tendering documents for the information of Tenderers.

1. Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

1) For the attention of Tenderer's Authorized Representative Name: [insert Authorized Representative's name]

Address: [insert Authorized Representative's Address]

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

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

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

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

Notification of Intention to Award

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

Project: [insert name of project]

Contract title: [insert the name of the contract]

Country: [insert country where ITT is issued]

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

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

- a) Request a debriefing 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

Name:	[insert name of successful Tenderer]
Address:	[insert address of the successful Tenderer]
Contract price:	[insert contract price of the successful Tenderer]
Total combined score:	[insert the total combined score of the successful Tenderer]

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

Name of Tenderer	Technical Score (If applicable)	Tender price	Evaluated Tender Cost	Combined Score (if applicable)
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]

3) **Reason/s why your Tender was unsuccessful [Delete if the combined score already reveals the reason]**

[INSTRUCTIONS; State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) information that is marked confidential by the Tenderer in its Tender.]

4) **How to request a debriefing**

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

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

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

Attention: [insert full name of person, if applicable] **Title/position:** ____ [insert title/position]

Agency: [insert name of Procuring Entity] **Email address:** _____ [insert email address] **Fax number:** _____ [insert fax number] **delete if not used**

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

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

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

5) **How to make a complaint**

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

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

Attention: [insert full name of person, if applicable] **Title/position:** ____ [insert title/position]

Agency: [insert name of Procuring Entity] **Email address:** _____ [insert email address]

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

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6) Standstill Period

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

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

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email:_____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the NG-CDF Board of dated the...day of 20.....in the matter of Tender No.....of 20.... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

SIGNED

Board Secretary

3 Letter of Award

_____)

To: _____

This is to notify you that your Tender dated _____ for execution of the _____ for the Contract Price in the aggregate of _____, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by our Agency.

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

4 Contract Agreement

THIS CONTRACT AGREEMENT is made on the*[insert: ordinal]* day of *[insert: month]*, *[insert: year]*. BETWEEN (1) *[insert: Name of Procuring Entity]*, a *[insert: description of type of legal entity, for example, an agency of the Department of.....]* of the Government of Kenya, or corporation incorporated under the laws of Kenya and having its principal place of business at *[insert: address of Procuring Entity]* (here in after called “the Procuring Entity”), and (2).....*[insert: name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (here in after called “the Supplier”).

WHEREAS the NG-CDF Board desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System *[insert: brief description of the Information System]* (“the System”), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HERE BY AGREED as follows:

Article 1. Contract Documents

1. Contract Documents (Reference GCC Clause 1.1(a) (ii))

The following documents shall constitute the Contract between the NG-CDF Board and the Supplier, and each shall be read and construed as an integral part of the Contract:

- a) This Contract Agreement and the Appendices attached to the Contract Agreement
- b) Special Conditions of Contract
- c) General Conditions of Contract
- d) Technical Requirements (including Implementation Schedule)
- e) The Supplier's tender and original Price Schedules
- f) *[Add here: any other documents]*

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as prescribed to them in the General Conditions of Contract.

Article 2.

Contract Price and Terms of Payment

- 2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11) The NG-CDF Board here by agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: *[insert: amount of foreign currency A in words], [insert: amount in figures], plus [insert: amount of foreign currency B in words], [insert: amount in figures], plus [insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures]*, as specified in the Grand Summary Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated incoterms, and the taxes, duties and related levies if and as identified.

Article 3.

Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date (Reference GCC Clause 1.1(e) (ix))

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:

- a) This Contract Agreement has been duly executed for and on behalf of the NG-CDF Board and the Supplier;
- b) The Supplier has submitted to the NG-CDF Board the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;

- c) The NG-CDF Board has paid the Supplier the advance payment, in accordance with GCC Clause 12; Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.

Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

Appendix 1. Supplier's Representative

Appendix 2. Adjudicator *[If there is no Adjudicator, state "not applicable"]*

Appendix 3. List of Approved Subcontractors

Appendix 4. Categories of Software

Appendix 5. Custom Materials

Appendix 6. Revised Price Schedules (if any)

Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the NG-CDF Board and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

i) **For and on behalf of the Procuring Entity**

Signed:

in the capacity of *[insert: title or other appropriate designation]*

in the presence of _____

ii) **For and on behalf of the Supplier**

Signed:

in the capacity of *[insert: title or other appropriate designation]*

in the presence of _____

5 Appendices

a) **Appendix 1. Supplier's Representative**

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name:[*insert: name and provide title and address further below, or state “to be nominated within fourteen (14) days of the Effective Date”*]

Title:[*if appropriate, insert: title*]

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative:[***as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.***]

Fallback address of the Supplier:[***as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.***]

b) Appendix

2. Adjudicator in accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is: Name:

..... **[insert: name]** Title:

[insert: title] Address:**[insert: postal address]** Telephone:

..... **[insert: telephone]** in accordance with GCC Clause 43.1.3, the

agreed-upon fees and reimbursable expenses are: Hourly Fees:

[insert: hourly fees] Reimbursable Expenses:**[list: reimbursable]**

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

c) Appendix 3. List of Approved Subcontractors

The NG-CDF Board has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the NG-CDF Board of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the NG-CDF Board reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the NG-CDF Board and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its tender and that the NG-CDF Board approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

d) Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

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

e) **Appendix 5. Custom Materials**

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

f) Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Tender. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's tender price, pursuant to the ITT Clauses 30.3 and 38.2.

g) Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

6 Performance and Advance Payment Security Forms

5.1 Performance Security Form (Demand Bank Guarantee)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor Form head or SWIFT identifier code]

*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

Beneficiary: *[insert: **Name and Address of Procuring Entity**]*

Date: *[insert: **date**]*

PERFORMANCE GUARANTEE No.: *[insert: **Performance Guarantee Number**]* **Guarantor:**
..... *[Insert name and address of place of issue, unless indicated in the Form head.]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)**¹ in figures and words]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding..... *[insert: **amount(s) 4 in figures and words**]*. This remaining guarantee shall expire no later than.....*[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

[Signature(s)]

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

¹The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

²In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

5.2 Advance Payment Security

Demand Bank Guarantee

[Guarantor Form head or SWIFT identifier code]

Beneficiary: *[insert: Name and Address of Procuring Entity]*

Date: *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

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

We have been informed that on.....*[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for*[insert: title and/or brief description of the Contract]* (here in after called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (here in after called" the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of..... *[Insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) Has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number.....*[insert number]*at.....*[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety

(90) percent of the Accepted Contract Amount, has been certified for payment, or on the.....*[insert day]* day of.....*[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

7 Installation and Acceptance Certificates *(insert format)*

Installation Certificate

Date: *[insert: date]*

ITT: *[insert: title and number of ITT]*

Contract: *[insert: name and number of Contract]*

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the..... *[insert: name of Procuring Entity]* (hereinafter the “Procuring Entity”) dated..... *[insert: date of Contract]*, relating to the.....*[insert: brief description of the Information System]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *[insert: description]*
2. Date of Installation: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This Form shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of:[*state: “Project Manager” or state the title of a higher-level authority in the Procuring Entity's organization*]

6.2 Operational Acceptance Certificate

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract:[insert: name of System or Subsystem and number of Contract]

To:[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the.....[insert: name of Procuring Entity] (hereinafter the “Procuring Entity”) dated..... [insert: date of Contract], relating to the.....[insert: brief description of the **Information System**], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the NG-CDF Board here by takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1 Description of the System (or Subsystem or major component):[insert: description]

2 Date of Operational Acceptance:[insert: date]

This Form shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of:[state: “Project Manager” or higher-level authority in the Procuring Entity's organization]

7. Change Order Procedures and Forms

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract:[insert: name or System or Subsystem and number of Contract]

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

References to Changes

- 1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- 2) Change Estimate Proposals shall be numbered CN-nan.
- 3) Estimate Acceptances shall be numbered CA-nan.
- 4) Change Proposals shall be numbered CP-nan.
- 5) Change Orders shall be numbered CO-nan. On all forms, the numbering shall be determined by the original CR-nan.

Annexes

- 7.1 Request for Change Proposal Form
- 7.2 Change Estimate Proposal Form
- 7.3 Estimate Acceptance Form
- 7.4 Change Proposal Form
- 7.5 Change Order Form
- 7.6 Application for Change Proposal Form

7.1 Request for Change Proposal Form

(Procuring Entity's Form head)

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract:[insert: name of System or Subsystem or number of Contract]

To:[insert: name of Supplier and address]

Attention:[insert: name and title]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [**insert: number**] days of the date of this Form.

1. Title of Change: [**insert: title**]
2. Request for Change No./Rev.: [**insert: number**]
3. Originator of Change: [**select NG-CDF Board/ Supplier (by Application for Change Proposal), and add: name of originator**]
4. Brief Description of Change: [**insert: description**]
5. System (or Subsystem or major component affected by requested Change): [**insert: description**]
6. Technical documents and/ or drawings for the request of
Change: Document or Drawing No. Description
7. Detailed conditions or special requirements of the requested Change: [**insert: description**]
8. Procedures to be followed:
 - a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
 - c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
 - d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
 - e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of:[**state: "Project Manager" or higher-level authority in the Procuring Entity's organization**]

7.2 Change Estimate Proposal Form

(Supplier's Form head)

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract:[insert: name of System or Subsystem and number of Contract]

To:[insert: name of NG-CDF Board and address]

Attention: [insert: name and title]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change:[insert: title]

2. Request for Change No./Rev.:[insert: number]

3. Brief Description of Change (including proposed implementation approach):[insert: description]

4. Schedule Impact of Change (initial estimate):[insert: description]

5. Initial Cost Estimate for Implementing the Change:[insert: initial cost estimate]

6. Cost for Preparation of Change Proposal:[insert: cost in the currencies of the Contract], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier Signed:

.....

Date:

in the capacity of:[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]

7.3 Estimate Acceptance Form

(Procuring Entity's Form head) Date:[insert: date]

ITT.....[insert: title and number of ITT]

Contract:[insert: name of System or Subsystem and number of Contract]

To:[insert: name of Supplier and address]

Attention:[insert: name and title]

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: [insert: title]
2. Request for Change No./ Rev.: [insert: request number /revision]
3. Change Estimate Proposal No./ Rev.: [insert: proposal number/ revision]
4. Estimate Acceptance No./ Rev.: [insert: estimate number/ revision]
5. Brief Description of Change: [insert: description]
6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of:[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]

7.4 Change Proposal Form

(Supplier's Form head)

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract:[insert: name of System or Subsystem and number of Contract]

To:[insert: name of NG-CDF Board and address]

Attention:[insert: name and title]

Dear Sir or Madam:

In response to your Request for Change Proposal No. [insert: number], we here by submit our proposal as follows:

1. Title of Change: [insert: name]
2. Change Proposal No./ Rev.: [insert: proposal number /revision]
3. Origin at or of Change: [select: NG-CDF Board/Supplier; and add: name]
4. Brief Description of Change: [insert: description]
5. Reasons for Change: [insert: reason]
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [insert: description]
7. Technical documents and/ or drawings for the requested Change: Document or Drawing No. Description
8. Estimate of the increase/ decrease to the Contract Price resulting from the proposed Change: [insert: amount in currencies of Contract], as detailed below in the breakdown of prices, rates, and quantities. Total lump sum cost of the Change:
Cost to prepare this Change Proposal (I. e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: [insert: amount in days/ weeks]
10. Effect on the Functional Guarantees: [insert: description]
11. Effect on the other terms and conditions of the Contract: [insert: description]
12. Validity of this Proposal: for a period of[insert: number] days after receipt of this Proposal by the Procuring Entity
13. Procedures to be followed:
 - a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within.....[insert: number] days from your receipt of this Proposal.
 - b) The amount of any increase and / or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]

7.5 Change Order Form

(Procuring Entity's Form head)

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract:[insert: name of System or Subsystem and number of Contract]

To:[insert: name of Supplier and address]

Attention:[insert: name and title]

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. [insert: number], and agree to adjust the Contract Price, Time for Completion, and/ or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: [insert: name]
2. Request for Change No./ Rev.: [insert: request number/ revision]
3. Change Order No./ Rev.: [insert: order number/ revision]
4. Origin at or of Change: [select: NG-CDF Board/ Supplier; and add: name]
5. Authorized Price for the Change: Ref. No.: [insert: number] Date: [insert: date]
[insert: amount in foreign currency A] plus [insert: amount in foreign currency B] plus [insert: amount in foreign currency C] plus [insert: amount in local currency]
6. Adjustment of Time for Achieving Operational Acceptance: [insert: amount and description of adjustment]
7. Other effects, if any: [state: "none" or insert description]

For and on behalf of the NG-CDF Board

Signed:

Date:

in the capacity of:[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of:[state "Supplier's Representative" or higher-level authority in the Supplier's organization]

7.6 Application for Change Proposal Form

(Supplier's Form head)

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract:[insert: name of System or Subsystem and number of Contract]

To:[insert: name of NG-CDF Board and address]

Attention:[insert: name and title]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change:[insert: name]
2. Application for Change Proposal No./ Rev.:[insert: number/ revision] dated: [insert: date]
3. Brief Description of Change:[insert: description]
4. Reasons for Change:[insert: description]
5. Order of Magnitude Estimation:[insert: amount in currencies of the Contract]
6. Schedule Impact of Change:[insert: description]
7. Effect on Functional Guarantees, if any:[insert: description]
8. Appendix:[insert: titles (if any); otherwise state "none"]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of:[state: "Supplier's Representative" or higher-level authority in the Supplier's organization]

7.7 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification
no] Name of the Tender Title/Description: _____ [insert name of the
assignment] to: _____ [insert complete name of Procuring Entity]

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

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

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer)
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?:	Yes -----No-- --
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address				Direct.....	2. Is this influence or control exercised directly or indirectly?
	Residential address					
	Telephone number				Indirect.....	
	Email address					Direct.....

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Occupation or profession					 Indirect..... ...
2.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----
	National identity card number or Passport number				1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- --
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights	2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	Nationality(ies)				2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3.					
e.t					
.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

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

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

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

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

[Email: info@ppra.go.ke](mailto:info@ppra.go.ke)