



## NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD

PROCURING ENTITY	NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD
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TELEPHONE NO.	0709894000
INVITATION TO TENDER (ITT) NUMBER	NG-CDFB/RFP/02/2023-2024
TENDER NAME	REQUEST FOR PROPOSAL TO UNDERTAKE SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED NG-CDF BOARD ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION.
PROCUREMENT METHOD	OPEN NATIONAL TENDER (ONT)
CONTRACT PERIOD	THREE (3) YEARS
ISSUANCE DATE	28 <sup>TH</sup> MAY, 2024
CLOSING DATE	7 <sup>TH</sup> JUNE 2024
CLOSING TIME	AT 10:00 A.M

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**SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)**

**DATE: 28<sup>th</sup> May 2024**

**REFERENCE NO.: NG-CDFB/RFP/02/2023-2024**

**NAME OF ASSIGNMENT: REQUEST FOR PROPOSAL TO UNDERTAKE SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED NGCDF BOARD ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION**

Dear Messrs.,

1. The **NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD** has set aside funds in its budget for REQUEST FOR PROPOSAL TO UNDERTAKE SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED NG-CDF BOARD ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION
2. The Procuring Entity now invites proposals to provide the following consulting services **REQUEST FOR PROPOSAL TO UNDERTAKE SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED NGCDF BOARD ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION**
3. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the Data Sheet (DS).
4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under Request for Proposal method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: [www.ppra.go.ke](http://www.ppra.go.ke).
6. The: Section 1: Letter of Request for Proposals  
Section 2: Instructions to Consultants and Data Sheet  
Section 3: Technical Proposal Standard Forms  
Section 4: Financial Proposal Standard Forms  
Section 5: Terms of Reference  
Section 6: Standard Forms of Contract ([Select: Time-Based or Lump-Sum])
7. 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](http://www.tenders.go.ke) or [www.ngcdf.go.ke](http://www.ngcdf.go.ke)
8. Complete tenders must be delivered to the address below on or before **7<sup>th</sup> June 2024 at 10 AM** and registered in tender register. Electronic Tenders will not be permitted.

Yours sincerely,

**Yusuf Mbuno,  
Chief Executive Officer.  
Date: 28/05/2024**

## SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

### Section 2(a). Instructions to Consultants (ITC)

*[Notes to the Procuring Entity: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, to address specific issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. This "Notes to the Procuring Entity" should be deleted from the final RFP issued to the Consultants].*

#### A. GENERAL PROVISIONS

##### 1. Meanings/Definitions

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) "Government" means the Government of the Republic of Kenya.
- j) "In writing" means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that is mandated with the role of regulating and monitoring compliance

with the public procurement law and regulations.

- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

## 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:
  - i) *Conflicting Activities*  
Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
  - ii) *Conflicting Assignments*  
Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.
  - (iii) *Conflicting Relationships*  
Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the

assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

#### **4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

#### **5. Corrupt and Fraudulent Practices**

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

##### **5.2 Collusive practices**

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

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

#### **6. Eligibility**

6.1 In the selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 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 submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)

6.4 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.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
  - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
  - ii) 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 services from that country or any payments to any country, person, or entity in that country.
- c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
  - i) Are legally and financially autonomous,
  - ii) Operate under commercial law, and
  - iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed 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 may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

## **B. Preparation of Proposals**

### **7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### **8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

### **9. Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

### **10. Documents Comprising the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

## **11. Only One Proposal**

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

## **12. Proposal Validity**

### **a. Proposal Validity Period**

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

### **b. Extension of Validity Period**

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in IT C12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

### **b. Substitution of Key Experts at Validity Extension**

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the reasons provided for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

### **c. Sub-Contracting**

- 12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

### **13. Clarification and Amendment of RFP**

- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing or by standard electronic means and send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
- 13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

### **14. Preparation of Proposals—Specific Considerations**

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11 above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
  - (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
  - (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
  - (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

### **15. Technical Proposal Format and Content**

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

### **16. Financial Proposal**

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant

selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

**a. Price Adjustment**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

**b. Taxes**

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

**c. Currency of Proposal**

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

**d. Currency of Payment**

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

**C. SUBMISSION, OPENING AND EVALUATION**

**17. Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members to be legally binding on all members, or by an authorized representative with a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

**18. Sealing and Marking of Proposals**

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE 7<sup>TH</sup> JUNE 2024 AT 10.00 AM”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC11;
- ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical Proposal;
- iii) in an envelope or package or container marked “ORIGINAL”, all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

- i) Bear the name and address of the Procuring Entity.
- ii) Bear the name and address of the Firm; and
- iii) Bear the name and Reference number of the Assignment.

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

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

## 19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

## 20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

## 21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **22. Evaluation of Technical Proposals**

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

- a) Firm has submitted the required number of copies of the Technical Proposals.
- b) Firm has submitted a sealed financial proposal.
- c) The Proposal is valid for the required number of days.
- d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
- e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
- f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
- g) Key Experts are from eligible countries.
- h) Key Experts do not appear in more than one proposal, if so required.
- i) A short-listed firm has not participated in more than one proposal, if so required.
- j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## **23. Public Opening of Financial Proposals**

### **23.1 Unsuccessful Proposals**

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv ) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

### **23.2 Financial Proposals for QBS, CQS and SSS**

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

### 23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

### 23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

## 24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

## 25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

## 26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

## 27. Abnormally Low Prices

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk and responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

## 28. Abnormally High Prices

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

28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

## 29. Combined Quality and Cost Evaluation

### a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

## **b. Fixed Budget Selection (FBS) Method**

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

## **c. Least Cost Selection (LCS) Method**

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

## **d. Combined Technical and Evaluation Report**

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

## **30. Notification of Intention to enter into a Contract/Notification of Award**

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

## **31. Standstill Period**

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

## **D. NEGOTIATIONS AND AWARD**

### **32. Negotiations**

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

### **32.3 Availability of Key Experts**

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### 32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### 32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

## 33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

## **34. Letter of Award**

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

## **35. Signing of Contract**

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## **36. Publication of Procurement Contract**

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

## **37. Procurement Related Complaint and Administrative Review**

37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.

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

## SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General Provisions</b>	
2.1	<p><b>Name of the Procuring Entity: NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD</b></p> <p>The consultant selection method is: <b>Shall be Quality and Cost Based Selection Method (QCBS)</b></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: <b>Yes</b></p> <p>The name of the assignment is: <b>REQUEST FOR PROPOSAL TO UNDERTAKE 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.</b></p>
2.3	A pre-proposal conference will be held: <b>shall not take place.</b>
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <b>Terms of Reference</b>
3.3 (iv)	<i>The Consultants shall not be hired under the circumstances in conflicting activities</i>
4.1	<i>[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants] <b>Not Applicable</b></i>
6.2	Maximum number of members in the Joint Venture (JV) shall be <b>Not Applicable</b>
6.6 (a)	The list of debarred firms and individuals is available at the PPRA’s website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>
6.7	The business will be registered with <b>ICT Authority (ICTA)</b>
<b>B. Preparation of Proposals</b>	
10.1	<p>The Proposal shall comprise the following:</p> <p>1<sup>st</sup> Inner Envelope with the Technical Proposal:</p> <p>Power of Attorney to sign the Proposal</p> <p>TECH-1: Technical Proposal Submission Form</p> <p>TECH-2: Consultant’s Organization and Experience</p> <p>TECH-3: Comments and Suggestions</p> <p>TECH-4: Description of Approach, Methodology and Workplan</p> <p>TECH-5: Work Schedule and Planning for Deliverables</p> <p>TECH-6: Team Composition, Assignment, and Key Experts’ Input</p> <p>TECH-7: Mandatory Documentary Evidence</p> <p>AND</p> <p>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1: Financial Proposal Submission Form</p> <p>(2) FIN-2: Summary of Costs</p> <p>(3) FIN-3: Breakdown of Remuneration</p> <p>(4) FIN-4: Breakdown of Reimbursable Expenses</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: <b><i>not permissible</i></b>
12.1	Proposals must remain valid for <b>120 days</b> after the proposal submission deadline.
13.1	Clarifications may be requested no later than <b>3 days</b> prior to the submission deadline. The contact information for requesting clarifications is: E-mail: <a href="mailto:procurement@ngcdf.go.ke">procurement@ngcdf.go.ke</a> .
14 (b) (do not use for Fixed Budget method)	<i>[Estimated total cost of the assignment: NOT APPLICABLE</i>
14 (c) and 26.2 [use for Fixed Budget method]	The total available budget for this Fixed-Budget assignment is: <b>NOT APPLICABLE</b> Proposals exceeding the total available budget will be rejected.
14 (d)	Key Experts shall not appear in more than one proposal: <b>APPLICABLE</b>
16.1(b)	<i>[A <u>sample</u> list of reimbursable expenses is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Procuring Entity wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms].</i> The Financial Proposal will include (but not limited to) the following reimbursable expenses: (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i> (5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> (6) <i>cost of reports production (including printing) and delivering to the Procuring Entity;</i> (7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i> (8) <i>[insert relevant type of expenses, if/as applicable]</i>
16.2	A price adjustment provision applies to remuneration rates: <b>No</b>
16.3	The Procuring Entity has NOT obtained an exemption for the Consultant from payment of taxes in Kenya as per <i>the KRA website</i> . Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: <a href="http://www.kra.go.ke">www.kra.go.ke</a>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																						
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in Kenya Shillings: <b>Yes</b>																						
<b>C. Submission, Opening and Evaluation</b>																							
17.1	The Consultants <b>Shall Not</b> have the option of submitting their Proposals electronically.																						
17.5	The Consultant must submit: (a) Technical Proposal: <b>One (1) original and 1 copy</b> (b) Financial Proposal: <b>Two (2) original copies</b>																						
18.5	The Proposals must be submitted no later than: Date: <b>7<sup>th</sup> June 2024</b> Time: <b>10:00 AM</b>  <b>National Government Constituencies Development Fund Board</b> <b>Attention: Chief Executive Officer</b> <b>Postal Address: 46682-00100, Nairobi</b> <b>Physical Address: The Procurement office, Harambee Sacco Plaza, 10th Floor, along Haile Selassie Uhuru Way junction Nairobi</b>																						
20.1	An online option of the opening of the Technical Proposals is offered: <b>NOT APPLICABLE</b>																						
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: <ul style="list-style-type: none"> <li>• <b>Name of Consultants</b></li> <li>• <b>Bid Security provided and Bank Name</b></li> <li>• <b>Number of Pages</b></li> </ul>																						
22.1	Other eligibility and mandatory criteria shall be: <b>1. Mandatory Requirements Evaluation – Stage 1 - Compliance with Mandatory Preliminary Requirements</b> <table border="1" data-bbox="314 1413 1522 2098"> <thead> <tr> <th data-bbox="314 1413 384 1543"></th> <th data-bbox="391 1413 1390 1543">Requirements *(All copies attached must be certified by a Commissioner of Oaths as true copies of the original)</th> <th data-bbox="1396 1413 1522 1543">Pass/Fail</th> </tr> </thead> <tbody> <tr> <td data-bbox="314 1547 384 1798">1.</td> <td data-bbox="391 1547 1390 1798">A Tender Security “shall be” required of <b>Kenyan Shillings 10,000,000 (Ten Million Shillings Only)</b> 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.</td> <td data-bbox="1396 1547 1522 1798"></td> </tr> <tr> <td data-bbox="314 1803 384 1843">2.</td> <td data-bbox="391 1803 1390 1843">Copy of Certificate of Incorporation/Certificate of Registration.</td> <td data-bbox="1396 1803 1522 1843"></td> </tr> <tr> <td data-bbox="314 1848 384 1928">3.</td> <td data-bbox="391 1848 1390 1928">Attach Current CR12 Certificate CR12 issued not more than 12 Months from the date of closing the tender issued by Registrar of Companies</td> <td data-bbox="1396 1848 1522 1928"></td> </tr> <tr> <td data-bbox="314 1933 384 1973">4.</td> <td data-bbox="391 1933 1390 1973">Current Single Business permit/Trade License from the County government</td> <td data-bbox="1396 1933 1522 1973"></td> </tr> <tr> <td data-bbox="314 1977 384 2063">5.</td> <td data-bbox="391 1977 1390 2063">Copy of current tax compliance certificate valid at tender opening date (to be verified with KRA TCC Checker)</td> <td data-bbox="1396 1977 1522 2063"></td> </tr> <tr> <td data-bbox="314 2067 384 2098">6.</td> <td data-bbox="391 2067 1390 2098">Duly filled beneficial ownership disclosure form</td> <td data-bbox="1396 2067 1522 2098"></td> </tr> </tbody> </table>			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 <b>Kenyan Shillings 10,000,000 (Ten Million Shillings Only)</b> 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 beneficial ownership disclosure form	
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	7.	Duly filled SD1 and SD2 forms	
	8.	Duly filled certificate of independent proposal determination	
	9.	Duly filled declaration and commitment to the code of ethics	
	10.	Must have an average turnover of at least Ksh. 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	
	11.	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).	
	12.	Provide Audited financial statements for the last 3 years 2022, 2021, and 2020	
	13.	Evidence of partnership with vendor of the proposed solution	
	14.	Provide a certificate of registration from the office of the data protection commissioner for: i) Data Controller ii) Data Processor	
	15.	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.	
	16.	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)	
	17.	Evidence of Physical location of the company/firm (title deed, lease agreements, utility bills)	
	18.	Fully conform to the technical responsiveness as per the functional and technical requirements in the TOR	
	19.	Must submit two (2) copies of the Technical RFP Document, clearly marked original and copy; and two (2) original copies of the Financial Proposal in separate envelopes.	
	20.	Clearly serialized RFP Technical document and attachments (Tender standard binding format, No Spiral Binding but tape bound) submitted in two copies labelled clearly "Original" and "Copy" and two (2) original copies of the Financial Proposal in separate envelopes.	
		<p><b>N.B: Clarity on Serialization of Tender Documents by Prospective Bidders.</b> Please note that all pages of the tender documents submitted by bidders shall be sequentially serialized. That is, serialization shall be undertaken by the bidder, by doing fresh numbering on its documents. The pagination of the tender documents as downloaded from the <a href="http://www.ngcdf.go.ke">www.ngcdf.go.ke</a> and <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> websites should not be used as a means of Serialization. The bidder's serialization should follow the same logical sequence from page one up to the last including attachments/appendices and the document should be tape bound.</p>	

Reference to ITC Clause **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**

- All submitted Documents may be verified from the issuing agencies, NG-CDF Board reserves the right to verify all submitted documents.
- Submitting any Fake or Falsified documents or providing any False information whatsoever shall lead to automatic disqualification and the NG-CDF Board shall recommend the affected bidder to Public Procurement Regulatory Authority for debarment

\*\* 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**

	<b>MANDATORY TECHNICAL SPECIFICATION (TOTAL SCORE=YES/NO)</b>	<b>Bidder's response</b>	<b>Reference page in the document</b>
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	<b>Scalability and Performance</b> - 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	<b>Availability</b> - 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	<b>Manageability</b> – All the components of the system must be managed from a remote management station. Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.		
MT5	<b>Architecture</b> - 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		

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
		functional requirements		
	<b>MT7</b>	<b>SECURITY</b>		
		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.		
	<b>MT8</b>	<b>System integration</b>		
		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 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		

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
		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	
	<b>MT9</b>	<b>Workflow</b>	
		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 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	
	<b>MT10</b>	<b>Documentations</b>	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	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	<b>Notifications</b> 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		
MT22	Transactions made in one module should be transparent to other modules		
MT23	The system should be modular allowing phased implementation of additional modules.		

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	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.	
	<b>MT34</b>	<b>Reports:</b>	
		<ul style="list-style-type: none"> <li>a. Have an ad hoc report writer that will enable NGCDFB to design and tailor existing reports to meet specific reporting requirements.</li> <li>b. Statutory and user defined reports and Queries for each module</li> <li>c. Any other report that may be required after commissioning of the system.</li> </ul>	
	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.	
<p>** Tenderers bids will either be Responsive or Non- Responsive. For every affirmative response, bidders will be required to explain and state the page in their proposal that demonstrates or supports the response.</p>			

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22.2	<p><b>Stage 2: The Technical Evaluation (Capacity to Deliver the Service)</b></p> <p>Qualification and Experience of the service provider Interested Service Providers should have the following qualifications and experience;</p> <table border="1" data-bbox="312 465 1541 2089"> <thead> <tr> <th data-bbox="312 465 424 510"></th> <th data-bbox="429 465 1374 510">FIRMS EXPERIENCE</th> <th data-bbox="1378 465 1541 510">Max Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="312 510 424 768">1</td> <td data-bbox="429 510 1374 768"> <p>The firm should be an IT company and must have been in existence for at least 10 years (Reputation of the organization and staff, credibility, reliability, Industry standard and years of existence)</p> <p>10 years and above = 10 Marks Below 10 Years = 0 Mark</p> </td> <td data-bbox="1378 510 1541 768">10</td> </tr> <tr> <td data-bbox="312 768 424 1451">2</td> <td data-bbox="429 768 1374 1451"> <p>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 &amp; Evaluation or similar ERP solutions over the past years.</p> <p>Provide/Attach Completion certificate/the Contract/ LSO/ LPO showing dates, amounts of at least <b>Kshs.70,000,000 (Seventy Million Shillings Only)</b> and client contact for each Institution listed above. Indicate the physical size, complexity, methods/technology or other characteristics.</p> <p>(2.5 marks per contract of similar nature x 6 = 15 marks)</p> <p>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.</p> </td> <td data-bbox="1378 768 1541 1451">15</td> </tr> <tr> <td data-bbox="312 1451 424 1541">3</td> <td data-bbox="429 1451 1374 1541">Partnership: Should be a certified partner in the proposed technology (Application development and ERP)</td> <td data-bbox="1378 1451 1541 1541">1</td> </tr> <tr> <td data-bbox="312 1541 424 1664">4</td> <td data-bbox="429 1541 1374 1664">Must have undertaken system integration with other Government Information Systems e.g., Financial Management System etc., in the Public sector.</td> <td data-bbox="1378 1541 1541 1664">1</td> </tr> <tr> <td data-bbox="312 1664 424 1966">5</td> <td data-bbox="429 1664 1374 1966"> <p>Conformance to technical requirements</p> <p>The solution will be evaluated on meeting the detailed objectives and specific deliverables. (Full compliance = 10 marks, Consideration based on clarity)</p> </td> <td data-bbox="1378 1664 1541 1966">10</td> </tr> <tr> <td data-bbox="312 1966 424 2089">6</td> <td data-bbox="429 1966 1374 2089"> <p>Detailed Methodology/Approach including;</p> <p>1) The timelines provided in the work plan must be SMART and logically sequenced. Project Plan/work plan/ implementation</p> </td> <td data-bbox="1378 1966 1541 2089">15</td> </tr> </tbody> </table>				FIRMS EXPERIENCE	Max Marks	1	<p>The firm should be an IT company and must have been in existence for at least 10 years (Reputation of the organization and staff, credibility, reliability, Industry standard and years of existence)</p> <p>10 years and above = 10 Marks Below 10 Years = 0 Mark</p>	10	2	<p>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 &amp; Evaluation or similar ERP solutions over the past years.</p> <p>Provide/Attach Completion certificate/the Contract/ LSO/ LPO showing dates, amounts of at least <b>Kshs.70,000,000 (Seventy Million Shillings Only)</b> and client contact for each Institution listed above. Indicate the physical size, complexity, methods/technology or other characteristics.</p> <p>(2.5 marks per contract of similar nature x 6 = 15 marks)</p> <p>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.</p>	15	3	Partnership: Should be a certified partner in the proposed technology (Application development and ERP)	1	4	Must have undertaken system integration with other Government Information Systems e.g., Financial Management System etc., in the Public sector.	1	5	<p>Conformance to technical requirements</p> <p>The solution will be evaluated on meeting the detailed objectives and specific deliverables. (Full compliance = 10 marks, Consideration based on clarity)</p>	10	6	<p>Detailed Methodology/Approach including;</p> <p>1) The timelines provided in the work plan must be SMART and logically sequenced. Project Plan/work plan/ implementation</p>	15
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	<p>schedule with a clear description of proposed project implementation framework -1Mks</p> <ol style="list-style-type: none"> <li>2) Provided an appropriate approach for requirements gathering and validation -1Mk</li> <li>3) Provided a detailed draft Service Level Agreement-1Mk</li> <li>4) Provided an appropriate approach for Testing and piloting. Pre-commissioning, Testing Plan and Data migration Plan including a 2 Years Post implementation support and maintenance schedule with a sample issues log – 1 Mks</li> <li>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 -1Mks</li> <li>6) Provided an appropriate approach for training of all users-1Mk</li> <li>7) Provided an appropriate approach for data Entry-1Mk</li> <li>8) Provided a detailed Support &amp; Maintenance Plan with incident resolution and regular patches and upgrades. -1Mk</li> <li>9) Demonstrated how change management will engage the various stakeholders-1Mk</li> <li>10) Provided an appropriate change request management plan-1Mk</li> <li>11) Delivery and Installation plan for ERP software, Database system licenses and hardware if applicable and development including system customization and adequate licenses. The Bidder to indicate whether the license is Perpetual or if otherwise clearly describe the licensing regime for 1000 users. - 1Mk</li> <li>12) The proposed system should have robust business intelligence and reporting tools-1Mk</li> <li>13) Provided an adequate project management approach and tools- 1Mk</li> <li>14) Provided a draft hosting Infrastructure specification (provide specifications for servers, end user devices, operating systems, connectivity and hosting) – 1Mk</li> <li>15) Provide a schematic layout for the proposed solution showing how various components of the system are interconnected, e.g. hosting, database, application, network, security, access, user management -1mk</li> </ol>	
7	<p>Business Continuity, Backup and Development Instance</p> <p>The bidders should provide resilience mechanisms for the Solution detailing the business continuity aspects including backups and a development instance/test environment.</p>	1
8	<p>Financial Capability:</p> <ol style="list-style-type: none"> <li>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</li> </ol>	1
	<ol style="list-style-type: none"> <li>b) Liquidity Ratio. Availability of Liquid assets and access to line of credit/other financial resources that prove your capacity to deliver [attach evidence]</li> </ol>	1

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	9	<b>KEY STAFF QUALIFICATION AND EXPERIENCE</b> 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
		<b>QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT</b> <i>(Bidder must provide certified copies of certifications and CVs for the proposed resources and the CV must clearly demonstrate required experience.)</i>	
	9.b	<b>Project Manager /Team Leader</b> <ol style="list-style-type: none"> <li>i. Must have a master’s degree in computer science or any related field.</li> <li>ii. Examination-based professional certification in project management e.g., Project Management Professional (PMP) or Prince2 Certified.</li> <li>iii. Must have an examination-based certification in the proposed technology (e.g., Microsoft, Oracle, SAP, etc).</li> <li>iv. 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.</li> </ol> <i>(3 Mks for meeting all the requirements and having more than 7 years of experience,            1 Mk for meeting all the requirements and having 7 years of experience,            0 Mks for not meeting any one of the requirements).</i>	3
	9.c	<b>Business Process Analyst</b> <ol style="list-style-type: none"> <li>i. Bachelor’s degree in information technology, Computer Science, Economics, Commerce, Project Management, or any other relevant field.</li> <li>ii. Have an examination-based certificate in Public Investment Appraisal &amp; Risk Analysis/ Project Appraisal &amp; Risk Management</li> <li>iii. Have an examination-based Certification in Business Analysis (e.g. Professional in Business Analysis, Certified Professional for Requirements Engineering, Agile Analysis Certification, etc.)</li> <li>iv. Have experience of at least five (5) years as a Business Analyst.</li> </ol> <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 of the requirements.)</i>	3

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<p>9.d <b>Financial Consultant</b></p> <ul style="list-style-type: none"> <li>i. Bachelor's degree in commerce, Business or relevant field.</li> <li>ii. An examination-based certified professional accountant (CPA-K/ACCA/CFA or related certification from professional body)</li> <li>iii. An examination-based certification in Finance Module of the proposed ERP (e.g. MS Dynamics 365 core finance &amp; operations, Microsoft certified technology specialist in Dynamics AX financials, Oracle Financials, SAP Financials and Accounting, etc.)</li> </ul> <p><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 of the requirements.)</i></p>	3
	<p>9.e <b>Senior Technical Consultant #1</b></p> <ul style="list-style-type: none"> <li>i. Bachelor's degree in computer science, Computer/Software Engineering or relevant field</li> <li>ii. Have at least 5 years' experience in implementing ERPs and API development and implementation.</li> <li>iii. Must have relevant examination-based certification in proposed technology (e.g. Microsoft Dynamics 365, SAP Certified Application Associate, Oracle Business Suite, etc.)</li> <li>iv. Must be proficient in the proposed technology, good analytical, problem solving and facilitating skills.</li> </ul> <p><i>(1.5 Mks for meeting all the requirements and having more than 5 years of experience. 0.5 Mks for meeting all the requirements and having 5 years of experience. 0 Mks for not meeting any one of the requirements.)</i></p>	1.5
	<p>9.f <b>Senior Technical Consultant #2</b></p> <ul style="list-style-type: none"> <li>i. Bachelor's degree in computer science, Computer/Software Engineering or relevant field</li> <li>ii. Have at least 5 years' experience in implementing ERPs and API development and implementation.</li> <li>iii. Must have relevant examination-based certification in proposed technology (e.g. Microsoft Dynamics 365, SAP Certified Application Associate, Oracle Business Suite, etc.)</li> <li>iv. Must be proficient in the proposed technology, good analytical, problem solving and facilitating skills.</li> </ul> <p><i>(1.5 Mks for meeting all the requirements and having more than 5 years of experience. 0.5 Mks for meeting all the requirements and having 5 years of experience. 0 Mks for not meeting any one of the requirements.)</i></p>	1.5

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<p>9.g <b>Database Developer/Administrator (at least 1 No.)</b></p> <ul style="list-style-type: none"> <li>i. BSc degree in computer science/IT or relevant field</li> <li>ii. Examination-based Certification in Database Management Systems (e.g., Oracle Certified Professional, MySQL, SQL, Google Cloud Professional Data Engineer, SAP Certified Application Associate)</li> <li>iii. Have experience of at least 5 years in database management or in relevant field. Give references of at least three similar projects.</li> </ul> <p><i>(3 Mks for meeting all the requirements and having more than 5 years' experience.</i>  <i>1 Mks for meeting all the requirements and having 5 years of experience.</i>  <i>0 Mks for not meeting any one of the requirements.)</i></p>	3
	<p>9.h <b>Software Developer #1</b></p> <ul style="list-style-type: none"> <li>i. BSc degree in computer science/IT or relevant field</li> <li>ii. Examination-based Certification in areas of system development (e.g. Java, JavaScript, HTML, CSS, C#, VB, ASP.Net, .Net Frame Framework, etc.)</li> <li>iii. Experience of at least 3 years in web-based system design, development and implementation</li> </ul> <p><i>(1.5 Mks for meeting all the requirements and having more than 5 years' experience.</i>  <i>0.5 Mks for meeting all the requirements and having 5 years of experience.</i>  <i>0 Mks for not meeting any one of the requirements.)</i></p>	1.5
	<p>9.i <b>Software Developer #2</b></p> <ul style="list-style-type: none"> <li>i. BSc degree in computer science/IT or relevant field</li> <li>ii. Examination-based certification in areas of system development (e.g. Java, JavaScript, HTML, CSS, C#, VB, ASP.Net, .Net Frame Framework, etc.)</li> <li>iii. Experience of at least 3 years in web-based system design, development and implementation</li> </ul> <p><i>(1.5 Mks for meeting all the requirements and having more than 5 years' experience.</i>  <i>0.5 Mks for meeting all the requirements and having 5 years of experience.</i>  <i>0 Mks for not meeting any one of the requirements.)</i></p>	1.5

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<p>9.j <b>Geographical Information System (GIS) Technology Experts (at least 1 No.)</b></p> <ul style="list-style-type: none"> <li>i. BSc degree in computer science/IT or relevant field</li> <li>ii. Examination-based Certification in GIS technology, geomatics</li> <li>iii. Three (3) years' experience in technical design applications (e.g., ArcView GIS or ESRI extensions, AutoCAD or related GIS applications)</li> </ul> <p><i>(3 Mks for meeting all the requirements and having more than 3 years' experience.</i>  <i>1 Mks for meeting all the requirements and having 3 years of experience.</i>  <i>0 Mks for not meeting any one of the requirements.)</i></p>	3
	<p>9.k <b>Network /security Expert (at least 1 No.)</b></p> <ul style="list-style-type: none"> <li>i. BSc degree in computer science/IT or relevant field</li> <li>ii. Examination-based certification in computer networking certifications (e.g., CompTIA's Network+, Cisco, CCNA etc.)</li> <li>iii. At least 5 years' experience in computer networking.</li> </ul> <p><i>(3 Mks for meeting all the requirements and having more than 5 years' experience.</i>  <i>1 Mks for meeting all the requirements and having 5 years of experience.</i>  <i>0 Mks for not meeting any one of the requirements.)</i></p>	3
	<p><b><i>Bidders must attain the mark of 70 points to proceed to the next section of demonstration/Proof of Concept (POC).</i></b></p>	80 marks
10	<p><b>SYSTEM DEMONSTRATION</b></p>	
	<p>Bidders will be required to conduct end to end demonstration of the System's Functionalities, Technical capabilities of the listed modules and capacity of the organization before the Evaluation Committee at their premises.</p> <p>N.B</p> <ul style="list-style-type: none"> <li>a. Bidders must provide their own computers, LCD Projector and a conducive conference room for the demonstration.</li> <li>b. All Ten (10) Key Personnel's whose CVs and Documents have been submitted by the bidder for the purpose of qualifying for this tender <b>MUST</b> be present during the System Demonstration. (Replacement of this personnel shall not be allowed).</li> </ul> <p>Bidders will be scored on their system capacity to perform the following:</p> <ul style="list-style-type: none"> <li>i. Demonstrate user friendliness of the system and ease of navigation across different functional requirements (Planning and performance management (including strategic and annual planning), Projects management, Best practice programme, M&amp;E management, Projects complaints management, Finance and accounting management, Supply chain management, Human resource management, Fixed assets management, Customer relationship management, Risk management, Administration</li> </ul>	20

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<p>management, Fleet management, Document management, Corporation and Legal services management, Internal audit management, ESS portal (Employee self-service portal), Risk Management, ICT service management and Integration with third party applications) aspects of the system and devices.) – 6Mks (0.33 marks for each module)</p> <p>ii. Demonstrate functional and technical capabilities of the system and how it meets the requirements of the Board using dummy data and transactions. – 6Mks (0.33 marks for each module)</p> <p>iii. Demonstrate system reporting capabilities with dummy reports, ease of creating reports based on user defined criteria and business intelligence dashboards (across all modules) -2Mks</p> <p>iv. Demonstrate that the system supports integration to other systems (internal and external) - 2 Mks</p> <p>v. Demonstrate the capability of the system to manage workflows – 1Mk</p> <p>vi. Demonstration of system security, user and administration management features - 3 Mks</p>	
	<i>The Bidder to indicate whether the license is Perpetual or if otherwise clearly describe the licensing regime for 1000 users.</i>	
	<b>TOTAL MARKS</b>	<b>100%</b>
	<b>Pass mark</b>	<b>80%</b>
23.4	An online option of the opening of the Financial Proposals is offered: <b>NO</b>	
25.2	<p>For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.</p>	
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Kenya Shillings</u></p> <p>The official source of the selling exchange rate is: <b>Kenya Central Bank</b></p> <p><b>deadline for submission of the Technical and Financial proposals.</b></p>	
29.1 (QCBS only)	<p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p><b>T = 0.80</b> and <b>P = 0.20</b></p>	

Reference to ITC Clause	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$ .
31	<p>The Standstill Period shall be: <b>14 days</b></p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act, 2015 and Regulations, 2020. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.</p>
<b>D. Negotiations and Award</b>	
32.1	<p>Expected date and address for contract negotiations:  Date: To be communicated to the technically qualified bidders  Address:  <b>The CEO,</b>  <b>NG-CDF Board,</b>  <b>P.O. Box 46682-00100,</b>  <b>Nairobi.</b></p>
35.2	The Intended date commencing providing the Enterprise Resource Planning Solution is <b>28<sup>th</sup> June 2024</b> and will be Three (3) years period.
36.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:  The publication will be done within <b>14 days</b> after the contract signing</p>
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p><b>The Secretary,</b>  Public Procurement Administrative Review Board,  The Public Procurement Oversight Authority,  6<sup>th</sup> Floor, KISM Towers, Ngong Road  P.O. Box 58583-00200,  NAIROBI, Kenya.  Tel: +254 (0) 20 3244000  Email: <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a>  Website: <a href="http://www.ppoa.go.ke">www.ppoa.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>the Procuring Entity’s decision to award the contract.</p>

## SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### 1 FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

OR

*{If the Consultant's Proposal includes Sub-consultants, insert the following :} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; 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 or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy

\_\_\_\_\_ during the procurement process and the execution of any resulting contract.

- (l) We, along with any of our sub-consultants 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.
- (e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours

sincerely,

Authorized Signature *{In full and initials}*: Name and Title of Signatory:  
Name of Consultant *(company's name or JV's name)*:  
Contact information *(phone and e-mail)*:

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## 2 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the \_\_\_\_\_  
\_\_\_\_\_ [Name of Procuring Entity]

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

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

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

### 3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

*(Appendix shall not be modified)*

#### Purpose

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

#### Requirements

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.

Kenya's public procurement and asset disposal act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - i) Shall not take part in the procurement proceedings;
  - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) 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;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
  - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tenders submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or

supplier, or nominated service provider, in respect of such contract, and(ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

### 3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

#### B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N <sup>o</sup> of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

### 3. FORMTECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

#### A - On the Terms of Reference

*{Improvements to the Terms of Reference, if any}*

#### B - On Counterpart Staff and Facilities

*{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}*

### 4. FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- i) Technical Approach and Methodology. *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}*
- ii) Work Plan. *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*
- iii) Organization and Staffing. *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

## 5. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	.....	n		
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) .....													
	6) delivery of final report to Procuring Entity}													
D-2	{e.g., Deliverable #2:.....}													
N														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

## 6. FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
N														
										Subtotal				
<b>NON-KEY</b>														
N-1			[Home]											
			[Field]											
N-2														
N														
										Subtotal				
										Total				

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.



Full time input



Part time input

## 7. FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship	

**Education:** {List college/university or other specialized education, giving names of educational institutions,

dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications: \_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information : (e-mail.....  
phone.....) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
{day / month/year}

Name of authorized \_\_\_\_\_ Signature. \_\_\_\_\_ Date \_\_\_\_\_

Representative of the  
Consultant (the same who  
signs the Proposal

## 8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

The Consultants are required to submit all the required supporting documentary evidence as required in the RFP and shall be evaluated based on the criteria specified in the data sheet ITC 22.1 (**Mandatory Requirements Evaluation – Stage 1 - Compliance with Mandatory Preliminary Requirements**)



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 herein 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 here by 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.....

**FORM TECH - 9: 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 or the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....

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

..... Name:

.....

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

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

Seal or stamp

## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

*{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FIN-3 Breakdown of

Remuneration FIN-4

Reimbursable expenses

**FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM**  
**FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM**  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

..... {Location, Date}  
To: ..... [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [*Insert title of assignment*]  
in accordance with your Request for Proposal dated..... [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {*Insert currency*} {*Insert amount in words and figures*}.  
{*Please note that all amounts shall be the same as in Form FIN-2*}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

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

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive. We remain,  
Yours sincerely,

---

Signature..... (of Consultant's authorized representative) {*In full and initials*}: Full name:  
..... {*insert full name of authorized representative*} Title: ..... {*insert title/ position of authorized representative*}  
Name of Consultant..... (company's name or JV's name): Capacity: ..... {*insert the person's capacity to sign for the Consultant*} Physical Address: ..... {*insert the authorized representative's address*}  
Phone: ..... {*insert the authorized representative's phone and fax number, if applicable*} Email:  
..... {*insert the authorized representative's email address*}

{*For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached*}

## FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used, and/or
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

## FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration _____								
No	Name	Position (as in TECH- 6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH- 6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN- 2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

**FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES**

*{This Form FIN 3B shall be used for Time-Based contracts only. If Lumpsum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}*

*Consultant: .....Country:  
Assignment: .....Date:*

We hereby confirm that:

- a) The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- b) attached are true copies of the latest pay slips of the Experts listed;
- c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

..... *[Name of Consultant]*

Signature of Authorized Representative

Name:

.....

.....

Title: .....

Date: .....

## FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3C shall be used for Time-Based contracts only}

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Procuring Entity's									

{\* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]

### 1. Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.
- 1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

### 2 Rate details are discussed below:

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included bylaw or government regulations.
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:  
$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.
- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such

allowances are calculated as a percentage of salary (or a fee) and shall not draw over heads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

## FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

B. Reimbursable Expenses_____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Entity's personnel – if required in TOR}							
Total Costs								

### Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.

## SECTION 5. TERMS OF REFERENCE

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

---

## 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, reforestation, 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	<ol style="list-style-type: none"> <li>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.</li> <li>2. Microsoft dynamics Navision Finance and accounts management system</li> <li>3. Share point Registry management system</li> <li>4. ASP based Vote Book Management System at the constituencies</li> <li>5. Microsoft 365</li> <li>6. MDaemon Email system</li> <li>7. Integrated personnel Payroll system</li> <li>8. ASP based Fixed asset management system</li> <li>9. PHP based enterprise risk management system</li> <li>10. IFMIS funds disbursement system</li> <li>11. Play store mobile and USSD code</li> </ol>
2	Operating systems	<p>Operating Systems</p> <ol style="list-style-type: none"> <li>1. Windows Server 2008 R2 Enterprise</li> <li>2. Windows 11</li> <li>3. Windows 10</li> <li>4. Windows 7</li> <li>5. Ubuntu Server (NG-CDF MIS)</li> </ol>
3	Internet	<p>Internet bandwidth of 26MBPS &amp; 40 MBPS</p> <p>Two links</p> <ol style="list-style-type: none"> <li>1. Primary link (Safaricom) 26MBPS</li> <li>2. Secondary Link (Dimension Data)–40MBPS</li> </ol>
4	Network	<ol style="list-style-type: none"> <li>1. Local Area Network (LAN)/ Wireless Area</li> <li>2. Network (WLAN) – Covers all offices in Harambee and Ukulima Buildings</li> <li>3. MPLS (Multiprotocol Label Switching) Wide</li> <li>4. Area Network</li> <li>5. Telephony –</li> <li>6. PBX (private branch exchange), SIP (Session Initiation Protocol) and VoIP (Voice over IP)Karel, Asterisk PBX</li> </ol>
5	Security	<p>Firewall and Antivirus Software</p> <ul style="list-style-type: none"> <li>• Sophos Firewall XG310</li> <li>• Kaspersky Endpoint Security</li> </ul>
6	Website	<a href="http://www.ngcdf.go.ke">www.ngcdf.go.ke</a>

## 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 Governments 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<br>(including strategic and annual<br>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<br>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                              |
| 9. Fixed assets management                                                             | 19. ICT service 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	<ul style="list-style-type: none"> <li>• Inception Report giving a detailed understanding of the assignment, Requirements Document, documenting the Processes and System Design Document (Blueprint)</li> <li>• Full detailed project plan including work plan &amp; Gantt chart including resource requirements schedule</li> </ul>	Certificate of Acceptance and Sign Off for System Design Document and project plan
2.	Step 2	<ul style="list-style-type: none"> <li>• User Requirements Blueprint, proposed hardware and operating system requirements specifications.</li> <li>• Web-based Prototype based on the blueprint.</li> </ul>	Certificate of Acceptance and Sign Off for Technical Architecture Document, Final Business Requirements Doc and prototype system
3.	Step 3	<ul style="list-style-type: none"> <li>• Development/customization and configured system Setup of necessary IT security measures incorporating the user comments including testing of each module</li> </ul>	Certificate of Acceptance and Sign Off for the tested system report
4.	Step 4	<ul style="list-style-type: none"> <li>• Test reports for each module</li> <li>• Hardware configuration ready for installation of the proposed software solution and operating system. (Hardware will be</li> </ul>	Certificate of Acceptance and Sign-Off for the Hardware configuration

No.	Steps	Project Deliverables	Proof of Delivery
		provided by NG-CDFB)	
5.	Step 5	<ul style="list-style-type: none"> <li>Integrated System installation and implementation with other relevant systems, including end to end system testing reports</li> <li>Test report for the integrated system (end to end) User Acceptance Test Cases/Scripts and UAT Plan</li> <li>Approved UAT Report</li> </ul>	Certificate of Acceptance and Sign Off for testing report and end to end functional testing report.
6.	Step 6	<ul style="list-style-type: none"> <li>Approved Training Plan</li> <li>Provision of training to all the relevant groups in the (Trainers, technical, administrators and super users).</li> <li>User and Training Manuals for the System</li> <li>Operational Manuals for all Hardware and Software</li> <li>User Manuals and Training Manuals for the System</li> </ul>	Certificate of Acceptance and Sign Off for training documents
7.	Step 7	<ul style="list-style-type: none"> <li>Handover plan</li> <li>Maintenance and Support plan for 24 months warranty period (potentially extendable for another six months) period.</li> </ul>	Certificate of Acceptance and Sign Off for handover Maintenance documents
8.	Ongoing	<ul style="list-style-type: none"> <li>Bi-weekly Project Status Reports, Risk management report</li> <li>Monthly Progress Reports for Steering Committee</li> <li>Final project report</li> <li>Warranty of 2 years i.e., user and system support.</li> </ul>	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	1. Human Resource Management

Group 1: 15 Months	Group 2: 3 Months
2. M&E management 3. Best practice programme 4. Projects complaints management 5. Finance and Accounts management 6. Supply Chain Management 7. Integration with third party applications	2. Administration and Registry Management 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 licenses as per license matrix provided in this document.

###### 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. The Board is looking for a customizable off-the-shelf integrated ERP solution.
5. Delivery of Latest Genuine Server operating system compatible with the proposed ERP and Database system.
6. Supply of Licenses for Upgraded Database system and ERP Systems.
7. 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
8. Provision of ERP Security, Backup and Replication server setup for Availability
9. 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 DETAILED DESCRIPTION OF FUNCTIONALITIES TO BE IMPLEMENTED

### 5.1 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	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	provide alerts on attainment of certain threshold.		
FS0019	Ability to have workflow approval for creating, uploading and updating the organization's annual and supplementary budgets.	Yes	
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	<b>Reporting requirements for budgeting process</b>		
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; <ol style="list-style-type: none"> <li>1. Monthly budget reports</li> <li>2. Quarterly budget reports</li> <li>3. Annual budget reports</li> <li>4. Actual vs Budget</li> <li>5. Yearly expenditure/revenue reports</li> <li>6. Reallocation reports</li> <li>7. Cost center budget reports in user defined period</li> <li>8. Un utilized commitments</li> <li>9. Variance reports</li> <li>10. Performance contracting reports</li> </ol>	Yes	
FS0033	<b>Budgetary Control Requirements</b>		
FS0034	When preparing the budget out-turn report, one must be	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	able to generate it with the options of: <ul style="list-style-type: none"> <li>• 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}</li> <li>• Factoring in only actual payments made</li> </ul>		
FS0035	The budget out-turn should not include future payments (not yet incurred) as a result of scheduled LPOs or journals.	Yes	
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: <ol style="list-style-type: none"> <li>a) Prior year budget data</li> <li>b) Year to date budget</li> <li>c) Annual budget</li> </ol>	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	<b>Financial Reporting Requirements</b>		
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 <ol style="list-style-type: none"> <li>a) Profit &amp; Loss account monthly, quarterly annual, comparative</li> <li>b) Trial balance</li> <li>c) Performance report</li> <li>d) Forecasted Income Statement</li> <li>e) Cash Flow Statement</li> <li>f) Statement of changes in equity</li> </ol>	Yes	
FS0044	User defined reports <ol style="list-style-type: none"> <li>a) Complete IPSAS formats including notes, IFRS formats</li> <li>b) Complete Quarterly financial statements report in IPSAS &amp; IFRS formats</li> <li>c) User defined period reports</li> <li>d) Notes to the financial statements</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS0045	<b>General Ledger</b>		
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 alphanumeric, flexible account code	Yes	
FS0049	The Chart of Accounts must provide for user-defined number of segments	Yes	
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	<b>Reporting Requirements for the Chart of Accounts</b>		
FS0062	Dynamic reports with the provision for a drill-down	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	capability.		
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 currency in the originating ledger, based on a specified exchange rate	Yes	
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	<b>Reporting Requirements for Currencies</b>		
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	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
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 all transactions and avail them for printing when required	Yes	
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	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS0094	Dynamic reports with the provision for a drill-down capability.	Yes	
FS0095	<b>Reporting Requirements for Journals</b>		
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	
FS00100	The system must allow for setup and updating separate accounting periods for adjusting and closing entries	Yes	
FS00101	The system should only allow posting to the current period. Posting to closed periods must be subject to approved workflow procedure. Future posting <b>MUST NOT</b> be allowed.	Yes	
FS00102	Dynamic reports with the provision for a drill-down capability.	Yes	
FS00103	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	Yes	
FS00104	Reports with the following parameters <ul style="list-style-type: none"> <li>• Notifications on due date</li> <li>• Change of dates</li> <li>• Calendar by due date</li> <li>• Calendar by competed activities</li> <li>• Calendar by pending activities</li> </ul>	Yes	
FS00105	<b>Other General Ledger Requirements</b>		
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	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
F500110	Authorization matrix	Yes	
F500111	Unique identification/numbering of all transactions	Yes	
F500112	Audit trail showing name of originator, details of the GL affected, date, etc.	Yes	
F500113	Query functionality must be sufficient to query all information that has been captured	Yes	
F500114	Capable of allocating costs across cost centers	Yes	
F500115	The system must be able to consolidate several general ledgers into one at reporting	Yes	
F500116	The system should enable one to preview all open items such as open purchase orders, open invoices, etc.	Yes	
F500117	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	
F500118	The system must import opening balance of assets & liabilities (suppliers, customers, staff loans, Staff advances etc.)	Yes	
F500119	The system must have facility for adjusting entries after closing of the posting period/ financial year.	Yes	
F500120	<b>Reporting Requirements for Other General Ledger Requirements</b>		
F500121	The system must allow for posting of invoices based on LPOs/LSOs, GRNs or on account. It should allow for capturing of all invoice details	Yes	
F500122	The system must provide for raising of payment voucher based on invoice posted. Payment may be full or partial payment.	Yes	
F500123	The system must allow advance payment (down payment) based on purchase document.	Yes	
F500124	The system must have provision for cancellation/reversal of posted invoice	Yes	
F500125	The system must have a facility for capturing supplier	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	credit notes		
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	<b>Accounts Payables</b>		
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 to be able to retrieve all other supplier master details relevant for the payment.	Yes	
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	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
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	<b>Reporting Requirements for Accounts Payables</b>		
FS00146	<p>The system must be able to generate the following AP reports:</p> <ul style="list-style-type: none"> <li>● Invoice Aging Report (using specific criteria -- department, date range, specific vendor or all vendors and suppliers)</li> <li>● Down payments/payment advances listing</li> <li>● Supplier Payment history report</li> <li>● Supplier statement</li> <li>● Contract Payment history report</li> <li>● Contract Payment History Report</li> <li>● Project Payment History Report</li> <li>● AP posting status reports per period</li> </ul>	Yes	
FS00147	<b>Reporting Requirements for Accounts Receivables</b>		
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 payments and the receipts.	Yes	
FS00156	The application MUST capture receipts other than revenue.	Yes	

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

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
FS00172	Ability to define Customer credit policies/limits.	Yes	
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: <ul style="list-style-type: none"> <li>• Down payments/payment advances listing</li> <li>• Client Payment history report</li> <li>• AR posting status reports per period</li> <li>• Cash Receipts Report</li> <li>• Client Statement</li> </ul>	Yes	
FS00180	<b>Imprest Management</b>		
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	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
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 and approving accountability of staff imprest	Yes	
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	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	transactions to the GL.		
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 as account name, number branch, swift code etc.	Yes	
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	<b>Bank Reconciliation</b>		
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: <ul style="list-style-type: none"> <li>• Bank reconciliation report</li> <li>• Direct debits/credits</li> <li>• Unreconciled items</li> </ul>	Yes	
FS00221	<b>Bank Accounts</b>		
FS00222	Bank details to be captured in full: <ul style="list-style-type: none"> <li>• Bank code</li> </ul>	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	<ul style="list-style-type: none"> <li>• Status (active/inactive)</li> <li>• Bank name</li> <li>• Bank branch</li> <li>• Sort code</li> <li>• Address</li> <li>• Account name</li> <li>• Account number</li> <li>• Lookup code</li> <li>• Transaction details:               <ul style="list-style-type: none"> <li>- Transaction limit</li> <li>- Transaction reference</li> <li>- Comments</li> <li>- Transaction type</li> <li>- Supplier code</li> <li>- Customer code</li> </ul> </li> </ul>		
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	<ul style="list-style-type: none"> <li>• Deposit List</li> <li>• Deposit Report</li> <li>• Cash payments (supporting electronic fund transfer)</li> </ul>	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: <ul style="list-style-type: none"> <li>• Forecasting periods</li> <li>• Selection criteria for each source</li> </ul>	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		

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
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	
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; <ul style="list-style-type: none"> <li>a) The Title of the activity</li> <li>b) Select the Budget Vote line</li> <li>c) Performance Contract indicator</li> <li>d) Select Strategic Plan Goal &amp; Area</li> <li>e) Description of the activity</li> <li>f) Justification</li> <li>g) Expected output</li> <li>h) Venue (County, Region)</li> <li>i) Number of persons (including drivers)</li> <li>j) Number of days</li> <li>k) Activity Dates (from – To)</li> </ul>	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	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	plan. .		
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 the user to select individuals beyond the indicated Number of the activity participants	Yes	
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; <ul style="list-style-type: none"> <li>a) Expenditure item</li> <li>b) The rate per item</li> <li>c) Number of items</li> <li>d) Number of days</li> </ul>	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	

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

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	(. It should not allow the CEO to hold a requisition for more than pre-defined time.		
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 requisition before	Yes	
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	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	approval of the Head of Procurement (HP)		
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	
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,	Yes	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
	Human Resource		
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	

## 5.2 FUNCTIONAL REQUIREMENTS FOR PROGRAMMES AND FIELD SERVICES

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<b>SYSTEM SETUP</b>		
PROG01	<b>User creation at HQs</b> Ability to create the following fields <ul style="list-style-type: none"> <li>• System admin,</li> <li>• Project Administrator,</li> <li>• HOD (we can specify them)</li> <li>• Division Heads</li> <li>• Principal Field Operations Officers</li> <li>• Field Operations Officers,</li> <li>• Field Operations Assistants</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>• Board's Technical Officers</li> <li>• Accountants</li> <li>• Accounts Assistants</li> </ul>		
PROG02	Ability to create the following fields <ul style="list-style-type: none"> <li>• Fund Account Manager</li> <li>• Sub County Treasury Officers</li> <li>• Sub County Supply Chain Management officer</li> <li>• Public Works Officer/Registered Private Practitioners</li> <li>• NG-CDFC's staff</li> </ul>	YES	
PROG03	Ability to create the following fields <ul style="list-style-type: none"> <li>• Name of constituency</li> <li>• IEBC code</li> <li>• Name of region</li> <li>• Name of County</li> <li>• Ward number</li> <li>• Name of ward and population</li> <li>• Bank details</li> <li>• Physical office location</li> <li>• Postal address</li> <li>• Official Contact details (Email and Phone Number)</li> </ul>	YES	
PROG04	Ability for the users to <ul style="list-style-type: none"> <li>• Create</li> <li>• Delete</li> <li>• Edit</li> <li>• Activate</li> <li>• Deactivate</li> <li>• Reactivate</li> <li>• Sort</li> <li>• Archive</li> <li>• Select all</li> <li>• Deselect</li> </ul>	YES	
PROG05	Ability to create financial year <ul style="list-style-type: none"> <li>• Period (1<sup>st</sup> July -30<sup>th</sup> June)</li> </ul>	YES	
PROG06	Ability to create the following fields <ul style="list-style-type: none"> <li>• NG-CDF Committee Members               <ul style="list-style-type: none"> <li>✓ Names,</li> <li>✓ Categories</li> <li>✓ Position</li> </ul> </li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>✓ Gender</li> <li>✓ ID numbers</li> <li>✓ Photo</li> <li>✓ Bank details</li> <li>✓ Contact details</li> <li>✓ Period</li> </ul>		
PROG07	<p>Ability to create PMCs with the following fields</p> <ul style="list-style-type: none"> <li>✓ Names,</li> <li>✓ Position</li> <li>✓ Signatories</li> <li>✓ Gender</li> <li>✓ ID numbers</li> <li>✓ Contact details</li> <li>✓ Period</li> </ul>	<b>YES</b>	
PROG08	<p>Ability to create Contractors/Suppliers with the following fields</p> <ul style="list-style-type: none"> <li>✓ Name of the company</li> <li>✓ Business Registration number</li> <li>✓ Identification code</li> <li>✓ Contact details (physical address, telephone numbers, emails)</li> <li>✓ KRA pin</li> <li>✓ Certification portal</li> <li>✓ Contact person</li> <li>✓ Nature of works/services</li> </ul>	<b>YES</b>	
PROG09	<p>Ability to create NG-CDFCs' staff with the following fields and generate a report</p> <ul style="list-style-type: none"> <li>✓ Name of staff</li> <li>✓ Position</li> <li>✓ Contact details</li> <li>✓ Date of appointment</li> <li>✓ Photo</li> <li>✓ ID/Passport Number</li> <li>✓ Gender</li> <li>✓ Date of birth</li> <li>✓ Specialization/profession</li> <li>✓ PLWD</li> <li>✓ Terms of employment (contract, casual, intern)</li> <li>✓ Period of engagement</li> <li>✓ Academic qualification</li> <li>✓ Certificates portal</li> </ul>	<b>YES</b>	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>✓ Scale</li> <li>✓ Salary</li> <li>✓ Other benefits</li> </ul>		
PROG09	Ability to link the above staff details with the HR module	YES	
PROG010	Ability to create Bursary Institutions with the following fields <ul style="list-style-type: none"> <li>✓ Name of institution</li> <li>✓ Category</li> <li>✓ Bank details (Bank name, branch, bank account number, branch code, address)</li> </ul>	YES	
PROG011	Ability to create Sector details with the following fields <ul style="list-style-type: none"> <li>• Sector name</li> <li>• Sector code</li> <li>• Sector description</li> <li>• Percentage ceiling</li> <li>• GFS code</li> <li>• Activity code</li> </ul>	YES	
PROG012	Ability to create GFS codes with the following fields <ul style="list-style-type: none"> <li>• Code description</li> <li>• Code number</li> <li>• Parent code</li> <li>• Sector</li> </ul>	YES	
PROG013	Ability to create projects (allow for uploading of the projects)	YES	
<b>CALCULATION OF CONSTITUENCY ALLOCATION</b>			
PROG014	Ability to key in of fund allocations through <ul style="list-style-type: none"> <li>• Activation of a new Financial Year</li> <li>• Establish a field for the entire Fund allocation</li> <li>• Establish a field for the 5% of the Board</li> <li>• Establish a field for the 5% emergency, auto calculated and populated to all constituencies</li> <li>• Populate allocation per constituency on the basis of               <ul style="list-style-type: none"> <li>• 75% equal share</li> <li>• 25% number of wards</li> </ul> </li> </ul> Flexibility to populate allocation per constituency in the event of changes in formula for sharing constituency allocation.	YES	
PROG015	Ability to produce a report of the allocations to	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	constituencies detailing <ul style="list-style-type: none"> <li>Serial Number</li> <li>Constituency Name</li> <li>Equal share allocation</li> <li>Share based on number of Wards</li> <li>Emergency allocation</li> </ul>		
PROG016	Ability to create additional funding such as <ul style="list-style-type: none"> <li>Provision for A-in -A</li> <li>Provision for conditional Grant</li> </ul>	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 <ul style="list-style-type: none"> <li>Administration/Recurrent 6%</li> <li>Monitoring &amp;Evaluation/Capacity building 3%</li> <li>Climate change mitigation activities 5%</li> <li>Bursary/Social security programme 40%</li> <li>Emergency 5%</li> <li>Constituency Digital hubs 3%</li> </ul>	YES	
PROG019	Ability to allow editing of the statutory fields after auto calculation	YES	
<b>CREATION OF PROJECTS IN THE SYSTEM</b>		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 <ul style="list-style-type: none"> <li>Constituency Number</li> <li>Constituency Name</li> <li>Financial year</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>• Table details (<i>table to show totals</i>)               <ul style="list-style-type: none"> <li>○ Serial</li> <li>○ Name of Project</li> <li>○ Amount Allocated</li> <li>○ Signing by the Chair</li> <li>○ Signing by the FAM</li> </ul> </li> </ul>		
PROG029	<p>Ability to create Fourth Schedule with the following fields</p> <ul style="list-style-type: none"> <li>• Constituency Code</li> <li>• Constituency Name</li> <li>• County</li> <li>• Project Number</li> <li>• Project Title</li> <li>• Sector</li> <li>• Brief Status of the project</li> <li>• Financial year (period)</li> <li>• Original Cost estimate as at</li> <li>• Amount Allocated last financial year</li> <li>• Sub Projects (table)               <ul style="list-style-type: none"> <li>○ Project Name</li> <li>○ Project Code</li> <li>○ Project Activity</li> <li>○ Original cost</li> <li>○ Cumulative allocation (to autofill from the previous allocations)</li> <li>○ Amount Allocated</li> <li>○ Current Status</li> </ul> </li> <li>• Signature and date</li> <li>• Name of the person to sign</li> <li>• When keying in projects in the system, the officer should have the:</li> </ul>	YES	
PROG030	<p>Ability of the System to link projects with Audit department to be able to flag out projects with audit issues;</p> <p>Ability of the System to link projects with complaints module to be able to flag out projects with complaints.</p>	YES	
<b>PROJECT SUBMISSION</b>			
PROG031	<p>Ability to allow the following before project submission</p> <ul style="list-style-type: none"> <li>• display all projects on the dashboard for a specific financial year</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>• edit keyed in projects (autosave)</li> <li>• delete keyed in projects and replace with new once</li> <li>• generate the following reports               <ul style="list-style-type: none"> <li>▪ Third schedule</li> <li>▪ Forth Schedule</li> <li>▪ Project implementation Status for ongoing projects</li> <li>▪ Project Per Sector Report</li> <li>▪ Provision for a checklist to check boxes for the requirements and then merge into one report</li> <li>▪ Project Status report with the following format (to be populated per sector)                   <ul style="list-style-type: none"> <li>• Project Name</li> <li>• Project Code</li> <li>• Project Activity</li> <li>• Original cost</li> <li>• Cumulative allocation (to autofill from the previous allocations)</li> <li>• Amount Allocated</li> <li>• Current Status</li> <li>• Totals</li> </ul> </li> </ul> </li> <li>• select All</li> <li>• submit as a batch</li> <li>• attach Minutes, schedules, BOQ, ward report and other required documents (mandatory)</li> <li>• view ALL information about one project</li> <li>• 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</li> <li>• append digital signature and stamp</li> <li>• not to edit after submission</li> <li>• attach zipped/jpeg/pdf files with no limitation on size</li> </ul>		
PROG032	Ability to notify desk officers and RC on the submissions (email and SMS)	YES	
<b>RECIPT OF PRPOPOSALS AT THE HQ</b>			

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG033	Ability for the HQ desk officers to login	YES	
PROG034	Ability to display all projects on the dashboard for a specific financial year	YES	
PROG035	Ability to reject submission when mandatory fields are not actioned	YES	
PROG036	Ability to track the consideration of ongoing projects	YES	
<b>REVIEW/EVALUATION/ANALYSIS OF PROJECT PROPOSALS</b>			
PROG037	Ability to track actions of evaluation/Analysis by the Desk officer (deletion, edit, reversals)	YES	
PROG038	Ability of the desk officer to : <ul style="list-style-type: none"> <li>• view, review and highlight areas requiring minor or major correction</li> <li>• to return the entire proposal as a batch or a single project to FAM</li> <li>• and make the following recommended               <ul style="list-style-type: none"> <li>▪ Decline</li> <li>▪ Deferred</li> <li>▪ Conditional Approval/Pending approval</li> <li>▪ Full approval</li> </ul> </li> <li>• move project and recommendation to second validator</li> </ul>	YES	
PROG039	Ability not to allow the above remarks appear in the secretariat report	YES	
PROG040	Ability of the second validator to <ul style="list-style-type: none"> <li>• view, review and highlight areas requiring minor or major correction</li> <li>• to return the entire proposal as a batch or a single project to FAM</li> <li>• and make the following recommended               <ul style="list-style-type: none"> <li>▪ Decline</li> <li>▪ Deferred</li> <li>▪ Conditional Approval/Pending approval</li> <li>▪ Full approval</li> </ul> </li> <li>• move project and recommendation to final validator</li> </ul>	YES	
PROG041	Ability not to allow the above remarks appear in the secretariat report	YES	
		YES	
PROG042	Ability of the final validator to <ul style="list-style-type: none"> <li>• View projects at all levels,</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>• Review and highlight areas requiring minor or major correction</li> <li>• to return the entire proposal as a batch or a single project to the second validator</li> <li>• and make the following recommendations               <ul style="list-style-type: none"> <li>▪ Not recommended for approval</li> <li>▪ Deferred</li> <li>▪ Pending approval</li> <li>▪ Recommended for approval</li> </ul> </li> <li>○ Ability to move project and recommendations to the Corporation Secretary</li> </ul>		
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	
<b>GENERATION OF CODELIST</b>			
PROG045	Ability to generate Codelist with the following fields in autofit format structure (the codelist to be displayed in sector form) <ul style="list-style-type: none"> <li>○ Serial Number</li> <li>○ Project Name</li> <li>○ Project Number</li> <li>○ Project Activity</li> <li>○ Amount Allocated</li> <li>○ Project Status</li> <li>○ Signing mandates</li> <li>○ Codelist Serial Number</li> </ul>	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 <ul style="list-style-type: none"> <li>○ Serial Number</li> <li>○ Project Name</li> <li>○ Project Number</li> <li>○ Project Activity</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>○ Amount Allocated</li> <li>○ Project Status</li> <li>○ Signing mandates(digital signature) and digital seal</li> <li>○ Codelist Serial Number</li> <li>○ Include foot notes in the codelist</li> </ul>		
<b>RESUBMISSIONS</b>			
PROG048	Ability to view projects declined, pending approvals, deferred	YES	
PROG049	Ability to enable resubmission of projects pending approval, approved or declined to <ul style="list-style-type: none"> <li>○ New and existing/ongoing projects – fields required               <ul style="list-style-type: none"> <li>▪ Project selection button</li> <li>▪ Date of application</li> <li>▪ Resubmit</li> <li>▪ Amount to resubmit</li> <li>▪ Project Activity</li> <li>▪ Project Status (include a drop down to select status)</li> <li>▪ Save button</li> <li>▪ Ability to edit the resubmission</li> <li>▪ 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.</li> </ul> </li> </ul>	YES	
PROG050	Ability to provide and upload information in the following fields <ul style="list-style-type: none"> <li>● Serial Number</li> <li>● Constituency Name</li> <li>● Initial projects that were pending approval were given conditional approval</li> <li>● Basis for conditional approval</li> <li>● Constituency's response</li> <li>● Details of cleared project, amount and activity</li> </ul>	YES	
PROG051	Ability to generate 3rd and 4th schedules	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
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	
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 <ul style="list-style-type: none"> <li>○ Serial Number</li> <li>○ Project Name</li> <li>○ Project Number</li> <li>○ Project Activity</li> <li>○ Amount Allocated</li> <li>○ Project Status</li> <li>○ Signing mandates (digital signature) and digital seal</li> <li>○ Codelist Serial Number</li> <li>○ Include foot notes in the codelist</li> </ul>	YES	
PROG059	Ability to generate codelist for the conditional approved projects with the following fields <ul style="list-style-type: none"> <li>○ Serial Number</li> <li>○ Project Name</li> <li>○ Project Number</li> <li>○ Project Activity</li> <li>○ Amount Allocated</li> <li>○ Project Status</li> <li>○ Signing mandates (digital signature) and digital seal</li> <li>○ Codelist Serial Number</li> <li>○ Include foot notes in the codelist</li> </ul>	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	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG064	Ability of the system to reference code lists.	YES	
<b>PROJECT REALLOCATION AND CHANGE OF ACTIVITY/PROJECT NAME</b>			
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 <ul style="list-style-type: none"> <li>• one project to one with the approval of the Board</li> <li>• one project to many with the approval of the Board</li> <li>• many projects to many with the approval of the Board</li> <li>• many projects to one with the approval of the Board</li> <li>• a project to a new or existing/ongoing project</li> </ul>	YES	
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; <ul style="list-style-type: none"> <li>○ First Schedule with the following fields               <ul style="list-style-type: none"> <li>▪ Project Number</li> <li>▪ Project Name</li> <li>▪ Amount Allocated</li> <li>▪ Amount disbursed</li> <li>▪ Balance</li> <li>▪ Unspent to be reallocated</li> <li>▪ Signing mandate and date</li> </ul> </li> <li>○ Third and fourth Schedules</li> </ul>	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 <ul style="list-style-type: none"> <li>○ NG-CDFC Minutes No/Date</li> <li>○ Approved Projects</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>○ Financial Year</li> <li>○ Amount requested for Re-allocation</li> <li>○ Re-allocation beneficiary Projects and amount</li> <li>○ Reasons for reallocation</li> </ul>		
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	
<b>ANALYSIS OF REALLOCATION/CHANGE OF PROJECT</b>			
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 <ul style="list-style-type: none"> <li>○ Constituency Name</li> <li>○ NG-CDFC Minutes No/Date</li> <li>○ Approved Projects</li> <li>○ Financial Year</li> <li>○ Amount requested for Re-allocation</li> <li>○ Re-allocation Beneficiary Projects and amount</li> <li>○ Reasons for reallocation</li> <li>○ Remarks Column at the level of secretariat, PPRM, Board</li> </ul>	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 <ul style="list-style-type: none"> <li>○ Serial Number</li> <li>○ Constituency Name</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>○ Project Number</li> <li>○ Initial approved project name, activity and amount</li> <li>○ Financial year</li> <li>○ Amount Requested for reallocation</li> <li>○ Name of new approved project, amount and activity</li> <li>○ Amount approved for reallocation</li> <li>○ Date of approval by the Board</li> <li>○ Remarks</li> </ul>		
PROG085	Ability to generate reallocation approval letters with digital signatures and link to the respective financial year.	YES	
<b>PERFORMANCE CONTRACT</b>			
PROG086	<p>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;</p> <ul style="list-style-type: none"> <li>○ Monthly financial returns</li> <li>○ Project implementation Status report (Quarterly)</li> <li>○ Risk Report- response to key risk indicators and updating of risk register (Quarterly)</li> <li>○ Bursary reports (Quarterly)</li> <li>○ Climate change/Environment Reports (Quarterly)</li> <li>○ Utilization of emergency funds</li> <li>○ Asset registration (Quarterly)</li> <li>○ Project Proposal submissions</li> <li>○ Response to audit management letters</li> </ul>	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	
<b>ASSET MANAGEMENT</b>			
PROG090	Ability to create and generate asset register per	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	constituency and consolidated national report and link to accounts with the following fields <ul style="list-style-type: none"> <li>○ Region</li> <li>○ County</li> <li>○ Constituency name</li> <li>○ Asset name</li> <li>○ Existing number</li> <li>○ Serial number</li> <li>○ Category name</li> <li>○ Barcode number</li> <li>○ Purchase date</li> <li>○ Initial Cost</li> <li>○ Condition</li> <li>○ Custodian</li> </ul>		
PROG091	Ability to generate consolidated motor vehicle report with the following fields <ul style="list-style-type: none"> <li>○ Serial Number</li> <li>○ Constituency name</li> <li>○ Type of the motor vehicle</li> <li>○ Motor vehicle model/make</li> <li>○ Registration number</li> <li>○ Year of manufacture</li> <li>○ Year of Purchase</li> <li>○ Engine Capacity</li> <li>○ Engine Number</li> <li>○ Chassis Number</li> <li>○ Motor Vehicle Capacity</li> <li>○ Mechanical Condition and current value</li> <li>○ Insurance company</li> <li>○ Insurance Policy number and type</li> <li>○ Insurance start and expiry date</li> <li>○ Name of car tracking company</li> <li>○ Name of the driver</li> </ul>	YES	
PROG092	Ability to link Assets to the initial approved projects (Changed order of arrangement)	YES	
PROG093	<ul style="list-style-type: none"> <li>• Ability to generate consolidated NG-CDF Office report with the following fields               <ul style="list-style-type: none"> <li>○ Serial Number</li> <li>○ Constituency Name</li> <li>○ Land Details                   <ul style="list-style-type: none"> <li>▪ Size (acreage)</li> <li>▪ Ownership (freehold, leasehold,</li> </ul> </li> </ul> </li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>government, purchased) <ul style="list-style-type: none"> <li>▪ Location</li> <li>▪ LR Number</li> </ul> </li> <li>○ Rented offices <ul style="list-style-type: none"> <li>▪ Lease agreement</li> <li>▪ Rent per month (with ability to populate per year)</li> <li>▪ Service charge if any</li> <li>▪ Frequency of rent payment (monthly, annually, quarterly)</li> <li>▪ Size in square feet</li> <li>▪ Location</li> </ul> </li> <li>○ Office allocated in the government buildings <ul style="list-style-type: none"> <li>▪ Office location</li> <li>▪ Name of the government agency allocated the office</li> <li>▪ Rent/utility cost</li> <li>▪ Written agreement</li> <li>▪ Number of office allocated</li> <li>▪ Period of the allocation</li> <li>▪ Size in square feet</li> </ul> </li> <li>○ Offices constructed on government land <ul style="list-style-type: none"> <li>▪ Location (town, centre, )</li> <li>▪ Name of the government agency allocating land</li> <li>▪ Written agreement</li> <li>▪ Capacity of the office (Number of offices)</li> <li>▪ Approximate area occupied by the office</li> </ul> </li> <li>○ Office constructed on NG-CDF purchase land <ul style="list-style-type: none"> <li>▪ Location</li> <li>▪ Approximate land area</li> <li>▪ Title deed registered name and number</li> <li>▪ Previous owner</li> <li>▪ Capacity of the office (Number of offices)</li> <li>▪ Indicate if any encroachment or transfer</li> </ul> </li> </ul>		
PROG094	Ability to allow for attachment of documents with no	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	limitation of size		
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 <ul style="list-style-type: none"> <li>○ Serial number</li> <li>○ Constituency name</li> <li>○ Vehicle make</li> <li>○ Year of purchase</li> <li>○ Chasis number</li> <li>○ Year of manufacture</li> <li>○ Registration number</li> <li>○ Mechanical engineer's recommendation</li> <li>○ Board of survey recommendation</li> <li>○ Minuted resolution of the NGCDFC to dispose</li> </ul>	YES	
PROG097	<ul style="list-style-type: none"> <li>• Ability to allow disposal of other assets with the following fields               <ul style="list-style-type: none"> <li>○ Constituency name</li> <li>○ Asset name</li> <li>○ Serial number</li> <li>○ Category name</li> <li>○ Barcode number</li> <li>○ Purchase date</li> <li>○ Board of survey recommendation</li> <li>○ Minuted resolution of the NGCDFC to dispose</li> </ul> </li> </ul>	YES	
PROG098	Ability to link with procurement department at the board for further action.	YES	
<b>ACCOUNTS FIELD OPERATIONS</b>			
PROG099	Ability to create the following users with rights <ul style="list-style-type: none"> <li>○ FAM</li> <li>○ Accounts Clerk</li> <li>○ Sub County Treasuries officers</li> </ul>	YES	
PROG100	Ability to create customers <ul style="list-style-type: none"> <li>○ PMCs</li> <li>○ Institutions (Secondary Universities, colleges)</li> <li>○ Suppliers</li> <li>○ Contractors</li> <li>○ NGCDFC Staff</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>○ NGCDF committee members</li> <li>○ Government agencies (KRA, NHIF, NSSF, NITA)</li> <li>○ Fields to feed customer details</li> <li>○ To auto create and allocate a system generated number to each customer</li> </ul>		
PROG101	<p>Ability to create customer bank accounts details with the following fields</p> <ul style="list-style-type: none"> <li>○ Address</li> <li>○ Account Name</li> <li>○ Bank</li> <li>○ Branch</li> <li>○ Branch code</li> <li>○ Account Number</li> <li>○ Bank account status</li> <li>○ PMC's bank account opening authorization reference letter.</li> </ul>	YES	
PROG102	<p>Ability to create NG-CDFC bank accounts with the following details</p> <ul style="list-style-type: none"> <li>○ Bank accounts</li> <li>○ Address</li> <li>○ Account Name</li> <li>○ Bank</li> <li>○ Bank Branch</li> <li>○ Bank Branch and Branch code</li> <li>○ Bank Account Number</li> <li>○ Status of the bank account (activated/deactivated)</li> <li>○ Date created</li> <li>○ Date deactivated or closed</li> <li>○ Authority reference to open bank account</li> <li>○ Details of signatories</li> <li>○ Type of account (operations /Deposit)</li> <li>○ Currency</li> <li>○ Purpose of the account</li> </ul> <p>NB: System to be able to generate a report of the consolidated all bank account balances for the constituencies</p>	YES	
PROG103	<p>Ability to allow for</p> <ul style="list-style-type: none"> <li>○ Receiving of exchequers/AIA and</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>○ generate serialized Receipt voucher</li> <li>○ Receiving of reversed payments and generate serialized receipt voucher no.</li> <li>○ Generate cash book</li> <li>○ Uploading bank statement</li> <li>○ Generate bank reconciliation</li> </ul>		
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 <ul style="list-style-type: none"> <li>○ Variance reports (budget vs. actual)</li> <li>○ Reallocation reports</li> <li>○ Commitment reports</li> <li>○ Unutilized commitments</li> <li>○ Monthly/quarterly/annual budget reports</li> </ul>	YES	
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	
<b>VOTING</b>			YES
PROG0116	Ability to make commitments(voting) and make automatic de-commitments during payments	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
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 <ul style="list-style-type: none"> <li>○ PAYE</li> <li>○ Withholding income tax</li> <li>○ Withholding VAT</li> <li>○ Withholding rental income</li> </ul>	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 <ul style="list-style-type: none"> <li>○ Invoicing               <ul style="list-style-type: none"> <li>○ Log in for invoicing officer with control right</li> <li>○ Keying in of unique customer No.</li> <li>○ Auto populate customer details</li> <li>○ Key in invoice details- Invoice No., date of invoicing, amount payable</li> <li>○ Payment description</li> <li>○ Amount payable to be linked to the budget (constituency approved budget)</li> <li>○ run a report</li> <li>○ Generate serialized payment voucher</li> <li>○ run system query</li> <li>○ A window for uploading documents for direct payments (claims, electricity bills....</li> </ul> </li> <li>○ Validation               <ul style="list-style-type: none"> <li>○ Log in for validation officer with control rights</li> <li>○ Access to invoiced entries</li> <li>○ Allow for verification of</li> </ul> </li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>invoiced details               <ul style="list-style-type: none"> <li>○ Amendment of the invoiced entries</li> <li>○ initiate approval process</li> <li>○ run a report</li> </ul> </li> <li>○ Approval               <ul style="list-style-type: none"> <li>○ Log in for approver with control rights</li> <li>○ access validated transactions</li> <li>○ verify, approve/reject with comments</li> <li>○ run a report on the transactions</li> </ul> </li> </ul>		
PROG122	Ability to initiate a new process for the rejected payments	YES	
<b>PAYMENTS</b>			
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)		
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.		

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG0138	Ability to upload documents and matching them with other documents in the system.	YES	
<b>IMPREST MANAGEMENT</b>			
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 following fields	YES	
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	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
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 <ul style="list-style-type: none"> <li>○ Withholding income tax</li> <li>○ Withholding VAT</li> <li>○ Retention</li> </ul>	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	
<b>FINANCIAL REPORTS</b>			
PROG0160	Ability of the system to support financial reporting on different reporting templates	YES	
PROG0160	Ability to generate financial reports such as: <ul style="list-style-type: none"> <li>○ Expenditure reports with the following fields</li> <li>○ Commitment reports with the following fields</li> <li>○ Budget Variance report with the following fields</li> <li>○ AIE report with the following fields</li> <li>○ Deposits – gratuity &amp; retention report with the following fields</li> <li>○ Cashbook with the following fields</li> <li>○ Bank reconciliation with the following fields</li> <li>○ Asset register per constituency with the following fields</li> <li>○ Consolidated asset register with the following fields</li> <li>○ AIA reports with the following fields</li> <li>○ PMC balance with the following fields</li> </ul>	YES	
<b>DISBURSEMENTS (HEADQUARTERS)</b>			
PROG 161	Ability of the system to create customer sites with the following details: <ul style="list-style-type: none"> <li>○ Bank accounts</li> <li>● Address</li> <li>● Account Name</li> <li>● Bank</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>• Bank Branch</li> <li>• Bank Branch and Branch code</li> <li>• Bank Account Number</li> <li>• Status of the bank account (activated/deactivated)</li> </ul>		
PROG 162	Ability of the system to deactivate a bank account on closure	YES	
PROG 163	<p>Ability of the system to allow receipting of Revenue:</p> <ul style="list-style-type: none"> <li>• Keying in of the total allocation to the Fund from the exchequer</li> <li>• Receipting of exchequers</li> <li>• Generation of serialized receipt voucher.</li> <li>• Processing of the receipt voucher.</li> <li>• Generation budget funding status report with the following fields <ul style="list-style-type: none"> <li>○ Date of receipt</li> <li>○ Receipt amount</li> <li>○ Cumulative receipt</li> <li>○ Running balances</li> </ul> </li> </ul>	YES	
PROG 164	<p>Ability of the system to have workflow approvals</p> <ul style="list-style-type: none"> <li>○ Invoicing <ul style="list-style-type: none"> <li>✓ Log in for invoicing officer with control right</li> <li>✓ Keying in of unique customer No.</li> <li>✓ Auto populate constituency details</li> <li>✓ Key in invoice details- Invoice No. (Approve Memo Ref No.), date of invoicing, amount payable</li> <li>✓ Payment description</li> <li>✓ Amount disbursed to be linked to the budget (constituency approved budget)</li> <li>✓ Ability to run a report</li> <li>✓ Generate serialized payment voucher</li> <li>✓ Ability for query system</li> </ul> </li> <li>○ Validation <ul style="list-style-type: none"> <li>✓ Log in for validation officer with control rights</li> </ul> </li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
	<ul style="list-style-type: none"> <li>✓ Access to invoiced entries</li> <li>✓ Allow for verification of invoice details</li> <li>✓ Ability to amend the invoice entries</li> <li>✓ Ability to initiate approval process</li> <li>✓ Ability to run a report</li> </ul> <ul style="list-style-type: none"> <li>○ Approval <ul style="list-style-type: none"> <li>○ Log in for approver with control rights</li> <li>○ Ability access validated transactions</li> <li>○ Ability to verify, approve/reject with comments</li> <li>○ Ability to run a report transactions</li> </ul> </li> </ul> <p>NB for rejected payments at approval level to begins afresh</p>		
PROG 165	Support processing of the payment voucher i.e examination, voting, and authorization	YES	
PROG 166	Support payment invention <ul style="list-style-type: none"> <li>• Stop payments with comments</li> <li>• hold payment with comments</li> <li>• approve payment with comments</li> </ul>	YES	
PROG 167	Ability to generate AIEs with track able Nos. with the following fields <ul style="list-style-type: none"> <li>• AIE Reference Number</li> <li>• AIE Serial Number</li> <li>• Financial year</li> <li>• Date of preparation</li> <li>• Amount disbursed</li> <li>• Board Minute Number and date</li> <li>• Board memo Reference and date</li> </ul> Ability to view AIEs filtered per financial year	YES	
PROG 168	Ability to produce disbursement report with the following fields <ul style="list-style-type: none"> <li>• Serial No.</li> <li>• Constituency Name</li> <li>• Allocation</li> <li>• Disbursement</li> <li>• Balance</li> </ul>	YES	

NO	FUNCTIONAL REQUIREMENTS	MANDATORY	BIDDER'S RESPONSE (Y/NO)
PROG 169	Ability of the system to allow: <ul style="list-style-type: none"> <li>• Generating a cashbook</li> <li>• Uploading bank statement</li> <li>• bank reconciliation</li> </ul>	YES	
PROG 170	Ability of the system to create <ul style="list-style-type: none"> <li>• Master General ledger</li> <li>• Sub ledgers for the 290 constituencies</li> </ul>	YES	
PROG 171	Ability of the system to support reporting on different reporting templates <ul style="list-style-type: none"> <li>• Disbursement status report</li> <li>• Vote book reports (Budget vs. disbursed)</li> <li>• Financial statements</li> <li>• Notes to the Financial statements</li> </ul>	YES	
PROG 172	Ability of the system to have visibility of the constituency financial reports at the regions and head office <ul style="list-style-type: none"> <li>• Expenditure reports</li> <li>• Commitment reports</li> <li>• Vote-book</li> <li>• Deposits</li> <li>• Bank reconciliation</li> <li>• Asset register</li> <li>• AIA reports</li> <li>• PMC balance</li> </ul>	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	

### 5.3 FUNCTIONAL REQUIREMENTS FOR ICT MANAGEMENT

NO	FUNCTIONAL REQUIREMENT	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
IT01	<b>Ticket management, ability to track users' tickets with Help Desk-</b> 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	<b>Monitor IT infrastructure with Connectivity Dashboard -</b> 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	<b>Support end-users with Remote Support-</b> The system should provide the necessary tools for ICT Staff to access users' computers across the Internet at any time.	Yes	
IT04	<b>Manage Board's ICT Assets with Inventory-</b> 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	<b>Track vendors and supplier Contracts –</b> 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	<b>Networking Tools -</b> 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	<b>Self Service Portal –</b> 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	<b>Knowledge base –</b> 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	<b>Broadcast messages –</b> 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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY REQUIREMENT	BIDDER'S RESPONSE (Y/N)
IT10	<p><b>Chat</b> – 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 load and prioritizing user support requests on FIFO</p>	Yes	
IT11	<p><b>Licensing, Warranty and Patch Management</b> – The system should gather information of manufactures warranty and alert the ICT department. Track software updates, patches and licenses renewals for OEMs</p>	Yes	
IT12	<p><b>Log Collection and Analysis-</b> 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,</p>	Yes	
IT13	<p><b>Audit Trails:</b> 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.</p>	Yes	

## 5.4 FUNCTIONAL REQUIREMENTS FOR INTERNAL AUDIT

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
IA01	<b>A) Planning</b>		
	<ul style="list-style-type: none"> <li>Integrate with the risk management software and Generate an annual risk-based audit plan on level criticality of a risk (Red, Amber and Green)</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>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</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>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)</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>Produce an audit program from time to time for review and Approval by Head of Department</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>Integration with externally generated documents through an import feature or simply through 'Drag 'n Drop' process directly into the audit file system.</li> <li>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.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>Capability to schedule and track audit assignments-Head of Department rights.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>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</li> </ul>		
	<b>B) Individual Audit Project Plan</b>		
	<ul style="list-style-type: none"> <li>Capability to automatically create individual audit plan directly from the Annual Audit plan on a web-based mode approved by Head of Department</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>Capability to capture planned time for each audit staff.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>Capability to alert the supervisor while planning the resources, if the auditor is already assigned to another project.</li> </ul>		
	<ul style="list-style-type: none"> <li>Capability to generate and send the letter of introduction/ notification to Auditees</li> </ul>	Yes	
IA02	<b>Field work/Execution</b>		
	<ul style="list-style-type: none"> <li><b>Entry Meeting:</b> 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.</li> <li>Capability to access the audit procedures captured in the audit program to conduct audit.</li> <li>Capability to add additional audit steps (procedures) to the audit program at any time during the course of the audit</li> </ul>	Yes	

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>• Capability to provide sampling methods and procedures and ability to sample based on population</li> <li>• Data collection/ Capturing, interviews, process &amp; 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 &amp; informal communications.</li> <li>• Capability to work seamlessly both on online and offline modes.</li> </ul>		
	<ul style="list-style-type: none"> <li>• 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.</li> <li>• The documentation should factor in the 5C's of an audit finding, Evaluating and concluding on the adequacy (effectiveness &amp; efficiency of internal controls</li> <li>• Capability to record multiple recommendations for each audit observations and findings.</li> <li>• Capability to analyse causes of findings and record the facts</li> <li>• Capable of generating and indexing working papers</li> <li>• Capability to document findings directly in the database and automatically link to supporting working papers and audit procedures</li> <li>• Capability to print completed working papers including audit programs and review notes.</li> <li>• Encryption of sensitive audit reports and Working Papers</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>• Conducting Compliance and substantive testing</li> <li>• Data analytical capabilities of integrating audit management system including data mining</li> <li>• Allow users to calculate the absolute and percentage differences between the values in two selected columns.</li> </ul>	Yes	
	<p><b>Engagement supervision</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Capability to report audit vs. non-audit time, and comparison to budgeted time.</li> <li>• Capability to generate administrative reports for the auditor on the projects, completed projects, projects in progress, etc.</li> <li>• Capability to approve auditors' work hours online.</li> </ul>	Yes	

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>• Capability to prohibit/ restrict time entries after specific audit project closeout unless authorized by Head of Department.</li> <li>• Capability to provide evidence that appropriate instructions were given during audit planning and that the audit program was approved.</li> <li>• Capability to enable supervisors to approve audit programs electronically via electronic sign off to audit programs and procedures including capability to write supervisory review notes with links to targeted work papers</li> <li>• Capability to secure different levels of sign- off (i.e, reviewer 1 and reviewer 2).</li> <li>• 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</li> <li>• Capability to provide appropriate evidence of supervision is documented and retained</li> </ul>		
	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Capability to store and retrieve audit programs, templates and repetitive findings in a mobile database.</li> <li>• Capability to provide best practice audit programs for all areas of audit, including specialized areas like IT audits.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>• <b>Exit Meeting</b> 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.</li> </ul>	Yes	
<b>IA03</b>	<b>Reporting</b>		
	<ul style="list-style-type: none"> <li>• Capability to develop a draft audit report having the following components.</li> <li>• Forwarding letter/memo, Cover page- engagement title and refrence, 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.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>• Documenting an audit finding based on the 5C's (Criteria, Condition, Cause, Consequence and corrective action.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>• Assigning risk rating to an audit finding based on severity level (High, medium &amp; low)</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>• Maintain and Track changes to draft report</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>• Capability to automatically send the draft reports to the Auditee for comments/management responses.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>• The system should assist internal auditors issue an audit opinion based on opinion criteria based the residual risk rating.</li> </ul>	Yes	

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>The system should allow Issuance of Final Audit Report and Distribution to relevant users</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>Capability to customize audit report formats at any time for future change</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>The system should be able to generate Critical risk summary.</li> </ul>	Yes	
	<b>Monitoring/ Follow up</b>		
	<ul style="list-style-type: none"> <li>Assist in review on status on Implementation of Recommendations.</li> <li>Review of outstanding/partially addressed issues and institute appropriate actions i.e., Closure or escalate to Management/Board factoring in responsible persons, timeline for the closure of the issue and agreed management action plan</li> <li>System should allow for review of audit work by supervisors and comments captured thereon</li> <li>Final Review of audit assignment by Head of department and comments thereon</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>Allow escalation of issues/tasks based on elapsed time.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>The system should send automatic and/or user-initiated email between auditees/ responsible owners and audit teams to ensure continuous communication and ongoing workflow.</li> </ul>	Yes	
	<ul style="list-style-type: none"> <li>Assist to generate reports and dashboards of open items (findings not resolved, partially resolved, resolved), repeated findings, statistical summaries</li> </ul>	Yes	
<b>IA05</b>	<b>Quality Assurance/External Assessment</b>		
	<ul style="list-style-type: none"> <li>System should signal for external assessment of audit function every five years in compliance with standards</li> <li>Capability to enable auditee feedback on the conduct of audit assignment</li> </ul>	Yes	
<b>IA06</b>	<b>Data Analytic Capabilities of the Integrated Audit Management System</b>		
	<ul style="list-style-type: none"> <li>Capability to locate errors and potential fraud by comparing and analysing files according to end-user criteria</li> <li>Capability to identify trends, pinpoint exceptions and highlight potential areas of concern</li> <li>Capability to recalculate and verify balances in the areas being audited</li> <li>Capability to identify control issues in the business processes</li> <li>Capability to check and ensure compliance with standards</li> <li>Capability to age and analyse accounts receivable/payable or any other time-sensitive transactions and generate report on the same on a continuous basis</li> <li>Capability to Cleanse and normalize data</li> <li>Capability to Perform a wide variety of investigative</li> </ul>	Yes	

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	<p>and analytical operations</p> <ul style="list-style-type: none"> <li>• Intuitive user-interface with pull-down menus, toolbars, and point &amp; click commands.</li> <li>• Easy-to-use – elegant and intuitive dashboard gets you up and running quickly without extensive training needed</li> <li>• Capability to stay on schedule with progress tracking – assign and</li> <li>• schedule team members, reduce review cycle times, and gain instant visibility on project status, deficiencies, findings and issues</li> <li>• Capability to efficiently manage workflows – from any project step:</li> <li>• 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</li> <li>• Capability to Identify, quantify and analyse issues – seamless and visual</li> <li>• integration between the organization-level risk profile, audit, and risk mitigation projects, project findings, test results, and remediation activity</li> <li>• Capability to test for duplicate payments, gaps in invoice numbers or unbilled services</li> <li>• Capability to enable effective audit management by simple, low-overhead, high-value project management for all GRC contributors.</li> <li>• Plan, co-ordinate document, review, and report on audit, risk and compliance projects.</li> <li>• Capability to provides a standardized workflow; ensuring consistency across the team.</li> <li>• Capability to eliminate manual reporting.</li> <li>• Automatically rolls up time tracked, status and findings.</li> <li>• Capability to manage request lists. Track all requested items and send reminders via email to clients or business owners.</li> <li>• Capability to Manage team collaboration.</li> <li>• Review notes and comments between staff and reviewer, or between team members when multiple staff are assigned to work the same section or objective</li> <li>• Capability to enable faster decision making by providing visibility into information with smart dashboards and reporting tools and sharing it across</li> </ul>		

	FUNCTIONAL REQUIREMENTS	MANDATORY REQUIREMENT	DIDDER'S RESPONSE
	<p>other departments and stakeholders</p> <ul style="list-style-type: none"> <li>• Capability to use commands designed specifically for data analysis (including Age, Stratify, Sample, and Duplicates)</li> <li>• Capability for analysis through continuous monitoring and real-time and or set interval notification</li> <li>• Capability to Perform faster analysis, independently from IT department</li> </ul>		

## 5.5 FUNCTIONAL REQUIREMENTS FOR MONITORING AND EVALUATION

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
M&E01	<p>The system must have the ability to provide information on all planned and implemented activities under various sectors/programs/areas:</p> <ul style="list-style-type: none"> <li>• Administration and Recurrent Expenditure</li> <li>• Monitoring, Evaluation and Capacity Building</li> <li>• Bursary &amp; Scholarship scheme and education days, teaching and learning activities and other learners' social support programmes</li> <li>• Healthcare Financing (NHIF),</li> <li>• Emergency Reserve</li> <li>• Climate Change Mitigation Activities Including Afforestation, Reafforestation, Grassroot Sensitization and Tree Seedling Production.</li> <li>• Infrastructure Development (Primary, Secondary, Tertiary, Security).</li> </ul>	Yes	
A	Programs Specific Information Needs – Project Implementation Status (PIS)	Yes	
M&E02	<p>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&amp;E</i>:</p> <ul style="list-style-type: none"> <li>• Approved projects, activities and targets</li> <li>• Projects/activity budget allocations</li> <li>• Projects target populations</li> </ul>	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	<p>The system must have the ability to provide information on funds disbursement;</p> <ul style="list-style-type: none"> <li>• Funds required to complete projects</li> <li>• Funds in NG-CDFCs accounts at closer/beginning of FYs</li> <li>• Funds disbursed to NG-CDFCs</li> <li>• Funds disbursed to PMCs by the NG-CDFCs</li> <li>• Expenditures at NG-CDFCs &amp; PMCs – and balances</li> </ul>	Yes	
M&E06	<p>The system must have the ability to provide information on Projects/ Activity Implementation Progress;</p> <ul style="list-style-type: none"> <li>• % of implementation status</li> <li>• % of expenditures/financial utilization compared with allocated and disbursed funds</li> </ul>	Yes	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>Narrative explanations/notes of implementation status</li> </ul>		
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	<a href="#">Programs Specific Information Needs – Bursary &amp; Scholarship scheme and education days, teaching and learning activities and other learners' social support programmes</a>	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	Yes	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	orphans, both parents alive, parents are PWDs, etc.).		
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	
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	
<b>C</b>	<b>Programs Specific Information Needs – NHIF</b>	<b>Yes</b>	
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,	Yes	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	figures, photos, etc.		
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 school, climate change/environment, security, etc) and wards in which emergencies occur and responses given/projects/interventions.	Yes	
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	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
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, Reafforestation, 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	
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	
<b>G</b>	<b>Crosscutting Information Needs</b>	<b>Yes</b>	
M&E049	<b>Linking to e-NIMES.</b> The system must have the ability to link to other systems, especially e-NIMES.	Yes	
M&E050	<b>Integrate Geographic Information System.</b> 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	<b>Real-time reporting.</b> 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	<b>Beneficiary county.</b> The system must be able to provide data on beneficiaries reached by each program, disaggregated by gender, PWDs, etc.	Yes	
M&E053	<b>Mobile data collection.</b> The system must have ability to integrate software applications such as Open Data Kit	Yes	

S/N	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	(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.		
M&E054	<b>Beneficiary feedback mechanisms.</b> 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	

## 5.6 FUNCTIONAL REQUIREMENTS FOR HRMIS

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	<b>STAFF REGISTER/COMPLEMENT CONTROL</b>		
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	<p>At a minimum, the following employee master details must be captured:</p> <ol style="list-style-type: none"> <li>1. Staff number (auto-generated)</li> <li>2. Nationality</li> <li>3. Ethnicity</li> <li>4. Disability</li> <li>5. Gender</li> <li>6. PIN Details</li> <li>7. NSSF Details</li> <li>8. NHIF Details</li> <li>9. HELB status</li> <li>10. ID/Passport number</li> <li>11. Marital status</li> <li>12. Date of birth</li> <li>13. Employees names</li> <li>14. Contacts (Phone Number, Postal Address, and Email etc.)</li> <li>15. Spouse details: name, ID number, occupation and contacts (Phone number, Postal Address, Email etc.)</li> <li>16. County of origin</li> <li>17. Dependents: Age, Gender, relation (daughter, son, adopted)</li> <li>18. Next of kin details: Names, ID number, occupation and contacts</li> <li>19. Employee photo</li> <li>20. Employee qualifications, experience and skills</li> <li>21. Previous employer</li> <li>22. Medical related details</li> <li>23. Employment date</li> <li>24. Position</li> <li>25. Category (senior, management, mid management, support)</li> <li>26. Department/Division</li> <li>27. Employment status (contract, permanent, probation, temporary)</li> <li>28. User-defined comments</li> <li>29. Ability to add/delete any bio data as necessary by</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	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 uniquely.	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
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: <ol style="list-style-type: none"> <li>1. Position and job Transfer</li> <li>2. Position and job Status</li> <li>3. Position and job Description</li> <li>4. Position and job History</li> </ol>	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: <ol style="list-style-type: none"> <li>1. The event of acting appointment</li> <li>2. Position</li> <li>3. Start and end dates of the appointments</li> <li>4. Benefits applicable</li> </ol>	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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	data (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	
<b>Recruitment and selection</b>			
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	that covers the process from vacancy creation to defining a new employee.		
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	
<b>Reporting Requirements for Recruitment and selection</b>			
HR072	Ability to generate the following reports: <ol style="list-style-type: none"> <li>1. Recruitment Activity reports, Recruitment reports – direct / internal reports</li> <li>2. Recruitment reports based on recruiting department.</li> <li>3. Vacancies report.</li> <li>4. Applicants Qualifications reporting.</li> <li>5. Statistical reports of the applicants and provide the management with tabular and graphical reports and other analytic presentations</li> <li>6. Statistical report of the requested number of employees for a specific area</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
<b>Staff orientation / induction</b>			
HR073	Should be able to develop induction program within the system with input from HR and user departments.	Yes	
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 ( <b>with controlled rights</b> ) 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	
<b>Employee Discipline Management</b>			
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	of workflows for initiating the suspension or interdiction process, revocation and reinstating/rejecting an employee.		
<b>Performance management</b>			
HR092	The system must have a customized online appraisal tool	Yes	
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 to training 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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
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	
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	
<b>Reporting Requirements for Performance management</b>			
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	
<b>Training Management</b>			
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	employee.		
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 the training development process.	Yes	
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	
<b>Reporting Requirements for Training Management</b>			
HR0140	<p>Ability to generate the following reports pertaining to training:</p> <ol style="list-style-type: none"> <li>1. Training requirements reporting.</li> <li>2. Trainings history reporting.</li> <li>3. List of Attendees of a Course</li> <li>4. List of Attendees of a Course in a Department</li> <li>5. List of Courses for a certain position</li> <li>6. List of Courses Taken by Employee during a defined period</li> <li>7. List of Employees not Attended a mandatory Course (if expected to attend)</li> <li>8. Enrolled For postgraduate courses/ professional courses / scholarship.</li> <li>9. Employee Training/development needs</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	10. Staff trained 11. Trainings delivered 12. Pending trainings 13. Training plan 14. Training feedback reports 15. Total training costs over a particular period		
<b>Training Attendance (E-Learning / Staff Induction)</b>			
HR0141	The system should be able to present to employees a list of approved courses from which to choose from	Yes	
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	
<b>Leave Management</b>			
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	authority on leave days above 15 leave days, 30 days before the close of the financial year		
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 HR policy and Kenya Statutory laws	Yes	
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 <b>Financial Year based</b> 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: <ol style="list-style-type: none"> <li>1. Maternity</li> <li>2. Study</li> <li>3. Paternity</li> <li>4. Compassionate</li> <li>5. Annual</li> <li>6. Compulsory</li> <li>7. Terminal</li> <li>8. Sick</li> <li>9. Unpaid</li> </ol>	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: <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Department/Division</li> <li>3. Grade</li> <li>4. Date of appointment</li> <li>5. Leave entitlement (days per annum)</li> <li>6. Leave days applied for</li> <li>7. Leave start date</li> <li>8. Leave end date</li> <li>9. Contacts when away</li> <li>10. Leave balance carried forward</li> <li>11. Leave balance brought forward</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	12. Leave balance		
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	
<b>Reporting Requirements for Leave Management</b>			
HR0174	Ability to generate the following reports: 1. The system MUST have a provision to report the usages of leave types. 2. The system MUST have reporting for various types of leaves for employees. 3. Leave accruals reporting.	Yes	
<b>Employee separation</b>			
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
HR0180	At a minimum, the following should be captured on the clearance form: <ol style="list-style-type: none"> <li>1. Name and Employment Number</li> <li>2. Date employed</li> <li>3. Forward Contacts</li> <li>4. Designation</li> <li>5. Department</li> <li>6. Type of separation</li> <li>7. Last day of service</li> <li>8. Leave days due payable</li> <li>9. Notice period (adequate/inadequate)</li> <li>10. Notice period (to hand over Board Property)</li> <li>11. Pay in lieu of notice</li> <li>12. Signoff requirements with relevant personnel, departments or Divisions</li> </ol>	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 process the reinstatement or reject the reinstatement application.	Yes	
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	
<b>Reporting Requirement for Employee separation</b>			
HR0188	The system should have the following reports:	Yes	
	<ol style="list-style-type: none"> <li>1. Terminated / separated employees report.</li> <li>2. Terminated Employees by Termination Reason.</li> <li>3. End dated positions reports.</li> <li>4. Staff due to retire (in 3 years, 2 years, 1 year, 9 months, 6 months)</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
		Yes	
<b>Compensation and Benefits Management (Payroll)</b>			
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	
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	and assign employees to benefit categories based on an eligibility criterion (i.e., one-off payments, periodic, recurring, etc.).		
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 different options.	Yes	
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	correctly to the financial system.		
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: <ol style="list-style-type: none"> <li>1. Board Members</li> <li>2. Contract employees</li> <li>3. Casual employees/Consultant</li> <li>4. Employees on Secondment/deployment</li> <li>5. Interns/attachment</li> </ol>	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 Management (payroll)	Yes	
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
HR0237	<ol style="list-style-type: none"> <li>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:</li> <li>2. Automatic generation of pay slips in softcopy that will be sent to employees by email in a read only format</li> <li>3. Bank advice.</li> <li>4. Payroll per month</li> <li>5. Staff journal.</li> <li>6. Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.).</li> <li>7. Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.).</li> <li>8. Contributions (pensions, etc.).</li> <li>9. Club subscriptions.</li> <li>10. Tax returns (P9 forms).</li> <li>11. Employee costs.</li> <li>12. Employee compensations details report.</li> <li>13. Salary related costing details report.</li> <li>14. Overtime payment report.</li> <li>15. Payroll related costing reports.</li> <li>16. Salary on Hold reporting.</li> <li>17. Report for pending payments to employees.</li> <li>18. Statutory report such as PAYE reporting.</li> <li>19. End of service calculations report.</li> <li>20. Reimbursement status report</li> <li>21. Employee whose contract is below 3 months to termination/renewal</li> <li>22. Gratuity paid per employee</li> </ol>	Yes	
	<b>Awards</b>		
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	
	<b>Reporting Requirements for Awards</b>	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	
	<b>Self – Service</b>		
	<b>Employee Self – Service</b>		
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	
	<b>Manager Self – Service</b>	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	
	<b>Loans and advances</b>	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: <ol style="list-style-type: none"> <li>1. Salary advance</li> <li>2. Mortgage/ Car Loan</li> </ol>	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	
<b>Reporting Requirements for Loans and advances</b>			
HR0262	Production of the various Payroll forms/reports including: <ol style="list-style-type: none"> <li>1. P9A - Tax Deduction Card (Benefits / Owner Occupiers Interest / Normal Cases)</li> <li>2. P9A (HOSP) - Tax Deduction Card (Home Ownership Savings Plan)</li> <li>3. P9B - Tax Deduction Card (Tax Free Remuneration)</li> <li>4. P10 - Employers Covering Certificates End of Year Returns</li> <li>5. P10A - Supporting list to End of Year Certificate</li> <li>6. P10B - Fringe Benefit Tax Return</li> <li>7. P10C - Employer's Certificate (WCPS Cases Only)</li> <li>8. P10D - PAYE Quarterly Return Form</li> <li>9. P11 - Credit Slip Pay in Book (sample) (only originals are acceptable)</li> </ol>	Yes	
HR0263	General Reports from the HRMIS system	Yes	
HR0264	Ability to generate the following reports: <ol style="list-style-type: none"> <li>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.</li> <li>2. New appointments / joiners report.</li> <li>3. Acting appointments report.</li> <li>4. Transferred employees report.</li> <li>5. Employee addresses and contact details report.</li> <li>6. Employees' summary reporting by specific criteria e.g., by department, grade etc.</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>7. Employees Locations report</li> <li>8. Employee turnover reporting and analysis</li> <li>9. Disciplinary actions taken report</li> <li>10. Positions Analysis</li> <li>11. Contract Employees</li> <li>12. Employees by Cost Centre</li> <li>13. Employees Ethnicity Reports</li> <li>14. Employees by Education Level</li> <li>15. Promoted Employees</li> <li>16. Retiring Employees</li> <li>17. Terminated Employees</li> <li>18. Transferred Employees</li> <li>19. Workforce planning</li> <li>20. Staffing level analysis</li> <li>21. Ages of staff</li> <li>22. Dates of employment</li> <li>23. Report listing employee NHIF, NSSF, PIN, HELB, NSSF or NITA (National Industrial Training Authority) details</li> <li>24. Gender analysis</li> <li>25. People with Disabilities (PWD) analysis</li> <li>26. Skill set and competencies status: to list per employee the professional qualifications, academic qualifications, learning / development map, job requirements.</li> </ul>		

## 5.7 FUNCTIONAL REQUIREMENTS FOR SUPPLY CHAIN

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC01	<p>The Supply Chain Management Unit will require a Module with the following functionalities:</p> <ol style="list-style-type: none"> <li>1. Procurement and asset disposal planning</li> <li>2. Procurement budget monitoring</li> <li>3. Registration of suppliers</li> <li>4. Purchase/stores requisition management</li> <li>5. Sourcing of goods, works and services</li> <li>6. Evaluation process</li> <li>7. Preparation of professional opinions</li> <li>8. Award of contracts</li> <li>9. Procurement and contract management</li> <li>10. Contract administration, implementation and monitoring</li> <li>11. Inventory management</li> <li>12. Supplier performance management</li> <li>13. Store management</li> <li>14. Stock taking</li> <li>15. Management of outsourced transport services</li> <li>16. Inspection and acceptance</li> <li>17. Sale or disposal of assets</li> <li>18. Asset management, distribution &amp; maintenance</li> <li>19. Replacement, scrapping and decommissioning</li> <li>20. Physical verification and reconciliation</li> </ol>	Yes	
	Purchase Requisition	Yes	
SC02	Ability to raise purchase requisitions for goods and services.	Yes	
SC03	<p>Ability to support approval of requisitions through the system and define appropriate levels of approval as per example given below</p> <ol style="list-style-type: none"> <li>1. Supervisor of Originator</li> <li>2. General Stores manager</li> <li>3. Head of department</li> </ol>	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 electronically	Yes	
SC010	Ability to consolidate multiple purchase requisitions from	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	different departments/equipment for similar items		
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: <ol style="list-style-type: none"> <li>1. Direct</li> <li>2. Restricted</li> <li>3. request for quotations</li> <li>4. open tender</li> <li>5. expression of interest required</li> </ol>	Yes	
SC018	Ability to enforce method of procurement based on criteria such as <ol style="list-style-type: none"> <li>1. Value</li> <li>2. Urgency</li> <li>3. nature of the item</li> </ol>	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 versa	Yes	
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	consolidated viewing		
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: <ol style="list-style-type: none"> <li>1. Track on-line the status of their procurement documents (e.g., Order, invoice, etc.).</li> <li>2. Maintain supplier information (e.g., Contacts, Directors, bank details, etc.)</li> <li>3. Register as a supplier and submit bids and seek clarifications pertaining to open bids.</li> <li>4. Embed a workflow for the supplier registration and prequalification process and capture approvals and comments associated with this process</li> </ol>	Yes	
SC040	Should be able to capture the following supplier details and maintain a central repository (supplier master	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	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 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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
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 status of supplier prequalification	Yes	
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: <ul style="list-style-type: none"> <li>• Name of supplier</li> <li>• Date of award</li> <li>• Nature of work</li> </ul>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>• Value of work</li> <li>• Date of prequalification</li> </ul>		
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	<p>The system must be able to capture the following tender details. At a minimum, these details are:</p> <ol style="list-style-type: none"> <li>1. Tender number</li> <li>2. Name / description of service, goods or works</li> <li>3. Tender submission format e.g., combined technical and financial proposal</li> <li>4. Location of the bid document e.g., on website or obtained from procurement office</li> <li>5. Tender submission location</li> <li>6. Deadline for tender submission</li> <li>7. Date of tender opening</li> <li>8. Bid Bond/ Bid Declaration Certificate</li> <li>9. Purchasing fee for tender documents &amp; mode of submission (banker's cheque, cash,</li> <li>10. insurance bond, etc.)</li> <li>11. System generated evaluation criteria</li> <li>12. Ability of online evaluation and scoring</li> <li>13. System supported evaluation START of Tender closure and end Date after 30 days from closure</li> <li>14. Tender evaluation results (both technical and financial results)</li> <li>15. Currency of the quotations</li> <li>16. Tender Validity period</li> <li>17. Tender document (specifications, terms &amp; conditions, etc.)</li> <li>18. Status (Evaluation, under negotiation, awarded, advertised, etc.)</li> <li>19. Value of tender/quotation</li> <li>20. Name of bidder</li> <li>21. Number of tenders issued</li> <li>22. Responder details: Name of responders, value, technical and financial scores, etc.</li> <li>23. System should be able to capture the tender</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	<p>opening proceedings and registration of attendees.</p> <p>24. Location of the suppliers</p> <p>25. Performance bond value</p> <p>26. Expected date of start and completion</p> <p>27. Source of funds/budget availability for the tender</p> <p>28. User department</p> <p>29. Date of contract signing</p> <p>30. Name of persons signing the contract/signatories</p> <p>31. Date of advertisement</p> <p>32. System generated evaluation report</p> <p>33. System generated professional opinion</p> <p>34. Date of tender award</p> <p>35. Method of tender procurement (direct procurement, open tender, restricted, etc.)</p> <p>36. Reasons for using the method of procurement</p> <p>37. Persons who approved the tender</p> <p>38. Tender termination details: tender number, reasons for Termination</p>		
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 initiate tender requests.	Yes	
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	<p>The system should support the RFQ process by providing a workflow that allows procurement Division to:</p> <ol style="list-style-type: none"> <li>1. Receive purchase requisitions from the user department/division</li> <li>2. Convert the purchase requisition into an RFQ if it is less than a specified amount</li> <li>3. Allow prequalified suppliers to be selected.</li> <li>4. Automatically send the RFQ to the selected suppliers via email or allow for printing</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	<ol style="list-style-type: none"> <li>5. Convert an RFQ to the procurement division's purchase Requisition</li> <li>6. Convert the procurement division's purchase requisition to an LPO/LSO upon approval</li> <li>7. Email the approved LPO/LSO to a supplier.</li> </ol>		
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	<p>For each RFQ sent, the system should be able to capture the following details:</p> <ol style="list-style-type: none"> <li>1. RFQ reference number</li> <li>2. Description of service</li> <li>3. Names of suppliers to whom the RFQ was sent</li> <li>4. Name of responders</li> <li>5. Prices quoted</li> <li>6. Results of evaluation</li> <li>7. User defined comments</li> </ol>	Yes	
SC074	<p>Ability to keep track of the tender evaluation process and stages and time frames through the process including:</p> <ol style="list-style-type: none"> <li>1. Tender opening</li> <li>2. Technical evaluation</li> <li>3. Financial evaluation</li> <li>4. Management of tender opening/evaluation committees</li> <li>5. Supplier notification</li> </ol>	Yes	
SC075	The management tender opening/evaluation committee's access rights are only valid for 30 days. System to provide alerts and reminders to the committee members.	Yes	
SC076	Ability to track timelines for each stage of the procurement process	Yes	
SC077	<p>Ability to maintain documents associated with the tender process such as:</p> <ol style="list-style-type: none"> <li>1. Minutes of opening of tenders</li> <li>2. Evaluation reports</li> <li>3. Contracts</li> <li>4. LPO/LSOs</li> </ol>	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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	Clauses.		
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 be created to remind users.	Yes	
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	been terminated.		
	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	<p>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:</p> <ol style="list-style-type: none"> <li>1. Department and Division raising the request</li> <li>2. Requisition date</li> <li>3. Description of the item requested</li> <li>4. Quantity of items</li> <li>5. Reasons for purchase</li> <li>6. Technical specifications (e.g., TOR, engineering specifications, etc.)</li> <li>7. Budget code</li> <li>8. Budget Officer to confirm availability (this should be the funds available as at the time of making the requisition)</li> <li>9. Name of requestor</li> <li>10. User divisional/departmental/Director approval</li> <li>11. Date of approval</li> </ol>	Yes	
SC0101	<p>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:</p> <ol style="list-style-type: none"> <li>1. Name of suggested supplier</li> <li>2. Address of suggested supplier</li> <li>3. Quantity &amp; unit of measure</li> <li>4. Description/quality of goods</li> <li>5. Costs</li> <li>6. Name of alternative supplier</li> <li>7. Address of alternative supplier</li> <li>8. Delivery address</li> <li>9. Delivery date of goods</li> <li>10. Deadline of submission of the quotation/tender</li> <li>11. Discount (percentages, amount)</li> <li>12. VAT</li> <li>13. Tender/quotation number</li> <li>14. Opening Date</li> <li>15. System generated price comparison</li> <li>16. System generated comments/opinion for</li> </ol>	Yes	
SC0102			

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	recommendation for award		
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	
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	<p>The system MUST capture the following details for Purchase order header</p> <ol style="list-style-type: none"> <li>1. LPO/LSO Number</li> <li>2. LPO/LSO description</li> <li>3. LPO/LSO type (maintenance &amp; repair, one-time purchase, and service contract)</li> <li>4. Requestor ID</li> <li>5. Supplier physical address</li> <li>6. Suppliers' contact person/directors</li> <li>7. Expected delivery date</li> <li>8. Comments</li> <li>9. Delivery address</li> <li>10. Terms</li> <li>11. Payment term</li> <li>12. Full /Partial Delivery</li> <li>13. P.O date</li> <li>14. Warranty</li> <li>15. Total value of the LPO/LSO/Contract</li> <li>16. Quantity</li> <li>17. And any other necessary details for an LPO/LSO</li> <li>18. Local Agent</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	19. Audit Trail of the Creator, Approver and Modifier of the LPO/ LSO		
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 local purchase orders following approval of purchase requisition	Yes	
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	<p>The system should have a workflow for processing Purchase Requisitions where:</p> <ol style="list-style-type: none"> <li>1. The supplier and prices have been identified (Prequalified)</li> <li>2. The system must be able to capture all approvals related to the purchase requisitions.</li> <li>3. Electronic signoff/approvals at the user department level (name, department, Division, date of approval)</li> <li>4. Approval references such as referencing to tender deliberation minutes/reports etc.</li> <li>5. All approvals on the system must be clearly captured.</li> </ol>	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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	Purchase Orders and Purchase Requisitions		
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 acknowledgement of the of services received against an LPO/LSO or Contract	Yes	
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0145	Ability to enforce requirement for a contract based on the nature of items/service or value	Yes	
	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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	or for consolidated GRNs		
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: <ol style="list-style-type: none"> <li>1. Current stocks (Value and Quantity reports, reorder level, balance to reorder level, etc.)</li> <li>2. Receipts per a selected period (Value and Quantity LPO/LSO reports)</li> <li>3. Issues per a selected period (Value and Quantity reports)</li> <li>4. Transfers ((Value and Quantity reports))</li> <li>5. Damaged stocks (Value and Quantity reports)</li> <li>6. Expired stocks (Value and Quantity reports)</li> </ol>	Yes	
SC0168	Stock Analysis Report: this report gives information classifying all the items available based on their importance and value as follows: <ol style="list-style-type: none"> <li>1. Item categories Report</li> <li>2. Stock issues</li> <li>3. Per user</li> <li>4. Per department/Division</li> </ol>	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: <ol style="list-style-type: none"> <li>1. Last in First Out (LIFO)</li> <li>2. First in First Out (FIFO)</li> <li>3. Simple average</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	4. Weighted average		
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.,	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	adjustments of the system values, or capture of missing store movements, etc)		
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: <ol style="list-style-type: none"> <li>1. Annual stock take</li> <li>2. Periodic stock takes</li> <li>3. Ad hoc stock takes</li> <li>4. Select (e.g. Fast-moving items, etc.) stock takes</li> </ol>	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: <ol style="list-style-type: none"> <li>1. Value of store with options for calculating the value of the Store</li> <li>2. With items flagged for disposal</li> <li>3. Minus items flagged for disposal</li> </ol>	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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	budgetary controls established in the General Ledger.		
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0213	Dynamic reports with the provision for a drill-down capability.	Yes	
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: <ol style="list-style-type: none"> <li>1. Monthly budget reports</li> <li>2. Quarterly budget reports</li> <li>3. Reallocation reports</li> <li>4. Actual vs. Budget</li> <li>5. Year expenditure/revenue reports</li> <li>6. Annual budget reports</li> </ol>	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: <ol style="list-style-type: none"> <li>1. Administrator - who will be the super User and create Internal Users</li> <li>2. Tender Owners - who can approve Tenders</li> <li>3. Users - Third Level will be the Users who will create Tenders, create corrections, attend</li> <li>4. pre-bid meetings, download Tender documents of Vendors, evaluate etc.</li> <li>5. Users (Outside the Organization)</li> </ol>	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: <ol style="list-style-type: none"> <li>1. Open Tendering</li> <li>2. Request for Proposals</li> <li>3. Request for Quotations</li> <li>4. Restricted Tendering</li> <li>5. Direct Procurement</li> <li>6. Low Value Procurement</li> <li>7. Design Competition</li> <li>8. Electronic Reverse Auction</li> <li>9. Framework Agreements</li> <li>10. Force Account</li> <li>11. Two-Stage Tendering</li> </ol>	Yes	
SC0223	The system should have the facility of tender preparation/indent / Creation that allows <ol style="list-style-type: none"> <li>1. Approve and reject Indent</li> <li>2. Split Single Indent into multiple Tenders</li> </ol>	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	
SC0236	System should support Tenders with or without Technical Bid	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
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: <ol style="list-style-type: none"> <li>1. standard office applications (word processing, spread-sheets, presentation, simple databases)</li> <li>2. email client applications</li> <li>3. imaging applications</li> <li>4. web authoring tools</li> </ol>		
	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	
SC0253	It should be possible to upload corrigendum and correlate them to the main Tender	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
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	
	<b>Bid Opening</b>		
SC0273	In case of multi envelope Tender, it should not be	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	possible to open the second stage envelope unless the first stage (envelope) is completed		
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 openingevent	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	
	<b>Bid Evaluation</b>		
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	
	<b>Reverse Auctioning</b>		
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	
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	during auction for information and clarification		
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: <ol style="list-style-type: none"> <li>1. Auction Opening Price</li> <li>2. Auction Historic Price</li> <li>3. Auction Reserve Price</li> <li>4. Revised Extension Times</li> <li>5. Auction Start and End Time</li> </ol>	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: <ol style="list-style-type: none"> <li>1. 'Meet or Beat on Start Price' and also 'Beat on Rank-1 Bid'</li> <li>2. 'Meet or Beat on Start Price', and also 'Meet or Beat on Rank-1 Bid'</li> <li>3. 'Beat on Starting Price', and also 'Beat on Rank-1 Bid'</li> <li>4. 'Meet or Beat on Start Price', 'Beat on own Last Bid'</li> </ol>	Yes	
SC0298	Should have ability to provide for selection of the 'Currency' for bidding.	Yes	
SC0299	The system's Disclosure Norms for Security & Transparency capabilities should allow for: <ol style="list-style-type: none"> <li>a) Display of system-generated 'Pseudo-Identity' in lieu of each Bidder's 'Actual-</li> <li>b) Display of Rank-1 Bid Details (i.e., Rank-1 Bidder's Identity)</li> <li>c) Display of Bidder's Own Rank</li> <li>d) Display of Other Bidders' Details</li> <li>e) Display of Reserve-Price</li> </ol>	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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	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.		
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. Update/cancel the indent number based on the results of the review by the authorized approver. Provision for modifications/ amendments after publication of indent	Yes	
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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	number		
	<b>Vendor Contract management</b>		
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 number with the various statuses such as opened, signed, registered, open, on-hold, closed.	Yes	
	<b>Project Management Requirements</b>		
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0321	<p>The vendor MUST develop an overall implementation strategy which includes a comprehensive project implementation plan; it shall include, but not be limited to:</p> <ol style="list-style-type: none"> <li>1. Tasks estimation</li> <li>2. Project planning</li> <li>3. Work allocation</li> <li>4. Progress tracking and monitoring</li> <li>5. Reporting scenarios</li> </ol>	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 be used to address any problems with project	Yes	
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	<b>Asset Management System Requirement</b>		
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	
	<b>Asset Movement Management</b>		
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
SC0351	Ability to facilitate inter-region / inter-department asset receipts	Yes	
	<b>Reporting Requirements for Asset Movement Management</b>		
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	<p>The system should have the functionality to manage Preventive maintenance. It should have the ability to:</p> <ol style="list-style-type: none"> <li>1. Define PM (preventative maintenance) parameters per asset</li> <li>2. Define PM inspection schedules per asset</li> <li>3. Capture PM inspection feedback reports per asset</li> <li>4. Capture PM actions carried</li> <li>5. Update PM next inspection date</li> <li>6. Capture the team (internal or outsourced) scheduled to carry out the PM</li> <li>7. Track all stock items issued towards the asset maintenance work order</li> <li>8. Track all outsourced service orders issued towards the asset maintenance</li> </ol>	Yes	
SC0355	<p>The system should have the functionality to manage Breakdown Maintenance. It should have the ability to:</p> <ol style="list-style-type: none"> <li>1. Capture repairs reported per asset</li> <li>2. Capture repairs inspection feedback reports per asset</li> <li>3. Capture repairs actions carried</li> <li>4. Define repairs next inspection date</li> <li>5. Define the next repair actions</li> <li>6. Capture the team (internal or outsourced) scheduled to carryout the repairs</li> <li>7. Track all stock items issued towards the asset maintenance work order</li> <li>8. Track all outsourced service orders issued towards the asset maintenance</li> </ol>	Yes	
	<b>Reporting Requirements for Asset Maintenance Management</b>		
SC0356	<p>Provide reports on:</p> <ol style="list-style-type: none"> <li>1. PM scheduled, conducted on time, conducted after due date, and not yet done</li> <li>2. Per selected period/department/organization unit actions carried out under:</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
	3. Per selected period/department/organization unit the costs incurred under:		
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 disposals through Sale by Public Tender process	Yes	
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
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 company- wide level	Yes	
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: <ol style="list-style-type: none"> <li>1. Current asset tagging listing</li> <li>2. List of fixed assets transferred between locations or custodian during the period</li> <li>3. List of newly added fixed asset</li> <li>4. Assets disposed during the period indicating the reserve disposal price, Actual disposal price,</li> <li>5. Assets earmarked for disposal listing</li> </ol>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
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	
	<b>Asset Accounting Report Details</b>		
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	
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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER'S RESPONSE
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	
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: <ol style="list-style-type: none"> <li>1. Fixed assets register</li> <li>2. Fixed asset valuation report</li> <li>3. Fixed asset depreciation report</li> <li>4. Fixed asset reports by asset type and other assets category</li> <li>5. Depreciation forecasting report</li> <li>6. Accumulated depreciation list by category by Location</li> <li>7. List of fixed assets transferred between locations or custodian during the period</li> <li>8. List of newly added fixed asset</li> </ol>	Yes	

## 5.8 FUNCTIONAL REQUIREMENTS FOR LITIGATION AND CORPORATION SECRETARY SERVICES

NO	FUNCTIONAL REQUIRMENT	MANDATORY (Y/N)	BIDDERS RESPONSE
<b>COMPLAINTS MANAGEMENT AND DISPUTE RESOLUTION</b>			
LS01	<p>They system must be able to receive complaints through email, complaint form, letters, complaints management information system and capture;</p> <ol style="list-style-type: none"> <li>1. Mode of reporting of complaint</li> <li>2. Date of receipt, subject matter, complainant; constituency, status – progression of complaint [complaint, arbitration, litigation)</li> <li>3. Track activity/action taken [accessible by public/complainant to track progress of their complaint]</li> </ol> <ul style="list-style-type: none"> <li>➤ Complaints received at the Board</li> <li>➤ Complaints received at the constituency &amp; litigations filed against and managed by constituencies</li> </ul>	Yes	
LS02	<p>Capability to;</p> <ul style="list-style-type: none"> <li>• Create e-files</li> <li>• Store all documents in digital format</li> <li>• Trace movement/activity</li> <li>• Bring-up system [an online based diary/calendar able to prompt when due] – track turnaround time</li> <li>• Report Generation</li> <li>• Feedback mechanism [from complaint]</li> <li>• To be queried by other user departments [no editorial rights, limited access to documents]</li> </ul>	Yes	
LS03	<p>Capability of allocation of file number and attached Legal Officer</p> <ol style="list-style-type: none"> <li>1. Automated default file number generated with the option of variation.</li> <li>2. All file numbers must be unique to themselves with isolation of duplications.</li> <li>3. Allocation of complaints to LOs - authority to the CS [able to profile how many complaints a LO is handling]</li> </ol>	Yes	
LS04	<p>The system should be able to capture the review of complaint, complaint analysis, preparation of Legal Opinion</p>	Yes	
LS05	<p>The system should capture correspondence (letters, emails, memos)</p>	Yes	
LS06	<p>The system should be able to integrate to project documents e.g., of codelist, contract documents,</p>	Yes	

NO	FUNCTIONAL REQUIRMENT	MANDATORY (Y/N)	BIDDERS RESPONSE
	escalation/liaise with relevant department/officer [collaboration with other departments/officers]		
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	
	<b>LITIGATION MANAGEMENT</b>		
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; <ul style="list-style-type: none"> <li>• Create case e-files (correspondence, Pleadings, SLAs, court rulings and judgments).</li> <li>• Storage of all documents in digital format</li> <li>• Report generation</li> <li>• Bring-up system</li> </ul>	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	

NO	FUNCTIONAL REQUIRMENT	MANDATORY (Y/N)	BIDDERS RESPONSE
	<b>CONTRACT REVIEW</b>	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 & procurement division	Yes	
	<b>SECRETARIAL SERVICES</b>		
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	
	<b>LEGAL ADVICE TO BOARD &amp; CONSTITUENCIES</b>		
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	
	<b>CONSTITUTION OF STATUTORY COMMITTEES [NG-CFCs, COCS]</b>		
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 gazettelement, re-appointments on vacancy	Yes	

NO	FUNCTIONAL REQUIRMENT	MANDATORY (Y/N)	BIDDERS RESPONSE
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 gazette, expiry of term]	Yes	
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	

## 5.9 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 achievements	Allow for moderation, rating, rank and communicate achievement (scores	Yes	

NO	ITEM	FUNCTIONAL REQUIREMENT	MANDATOR Y (Y/N)	BIDDER RESPONSE
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	
<b>QUALITY MANAGEMENT</b>				
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	

## 5.10 FUNCTIONAL REQUIREMENTS FOR RISK MANAGEMENT SYSTEM

	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	<b>Risk Assessment</b>		
R&C1	<ul style="list-style-type: none"> <li>• Have risk assessment module to carry out the entire risk assessment process: Risk identification, Risk analysis, Risk evaluation and risk treatment. -Risk Register.</li> <li>• Capable to capture user defined parameters to reflect materiality during risk assessment <ul style="list-style-type: none"> <li>➤ allow input and document identified risks, including their descriptions, potential impacts, and associated information.</li> <li>➤ support the definition and customization of risk assessment criteria, such as likelihood, impact.</li> <li>➤ should allow for the categorization of risks into different types or groups for better organization and analysis.</li> <li>➤ should enable the setting of risk thresholds and tolerance levels to identify critical risks that require immediate attention.</li> <li>➤ Describe the existing controls or measures in place to manage or mitigate the identified risks.</li> </ul> </li> <li>• Allow automation of workflow process relating to risk and compliance (ISO procedure),</li> <li>• Capability to allow auditees/management to perform self-assessments of risk via web-based application</li> </ul>	Yes	
	<b>Risk Ranking</b>		
R&C2	<ul style="list-style-type: none"> <li>• should support the ability to rank risks from different perspectives, such as financial, operational, reputational, regulatory, etc.</li> <li>• should facilitate the definition of a scoring methodology for each risk criterion, allowing for the assignment of weights or importance levels.</li> <li>• should automatically calculate the risk score based on the predefined criteria and scoring methodology.</li> <li>• Capability to assign value/color for each risk factor for risk rating i.e. It should enable estimates of likelihoods and consequences on risk.</li> </ul>	Yes	
	<b>Risk Monitoring</b>		
R&C3	<ul style="list-style-type: none"> <li>• Monitor and review risk criteria, analysis, treatment, and the framework itself using Key risk indicators (KRI) &amp; compliance question.</li> <li>• Send notification to the users for to respond KRI and compliance assigned to the risk either on daily, monthly, quarterly, annually, semi-annually or on need basis.</li> </ul>	Yes	

	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	<ul style="list-style-type: none"> <li>Analyze the trend of risk monitoring tool (key risk indicator &amp; compliance question, incidences) from the process and update the risk register –Risk in motion</li> <li>Escalation notifications - escalate risks needing immediate attention, escalate critical risk mitigation actions still pending and escalate overdue activities</li> <li>Able to link departmental/constituencies' processes with the key risks in every process.</li> <li>Capability to track changes of updated risk register online</li> <li>Monitor and give report on users' system use (log in, utilization).</li> <li>Enable monitoring implementation of business continuity plan</li> <li>Able to track and provide a timeline for the implementation of each mitigation strategy, highlighting key milestones and deadlines.</li> <li>Assign ownership of each risk. Clearly define individuals or departments responsible for managing and monitoring each identified risk.</li> </ul>		
	<b>Risk Treatment</b>		
R&C4	<ul style="list-style-type: none"> <li>Enable documentation of risk treatment with; timeline, status of implementation, escalation of overdue treatment plan</li> <li>The treatment plan/mitigation plan should automatically come out with the actions, responsible individual and timelines.</li> <li>Capable of allowing attachment of supporting documentations</li> <li>the user must create a treatment action if the risk monitoring tool is red or amber in color</li> <li>The system should integrate with risk treatment or mitigation strategies, allowing users to link risk rankings to corresponding action plans.</li> <li>Outline the specific mitigation strategies to be implemented. This may include: <ul style="list-style-type: none"> <li>➤ Preventive measures to reduce the likelihood of the risk.</li> <li>➤ Detective controls to identify risks early in their development.</li> <li>➤ Corrective actions to minimize the impact of realized risks.</li> <li>➤ Contingency plans for responding to unexpected events.</li> </ul> </li> <li>Able to specify the individuals or departments responsible for implementing each mitigation strategy.</li> </ul>	Yes	

	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	<ul style="list-style-type: none"> <li>• Able to record the estimate on the financial or resource investment required for each mitigation strategy.</li> </ul>		
	<b>Risk Reporting: Visualization Tools</b>		
R&C5	<ul style="list-style-type: none"> <li>• Have a dashboard that display and generate reports as per the users' needs.</li> <li>• Capability to report on risks within the context of a risk appetite and risk guidelines.</li> <li>• 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.</li> <li>• should provide graphical representations, such as charts or graphs, to visually convey the risk ranking and distribution.</li> <li>• Detail how the organization will communicate the risk mitigation strategies to relevant stakeholders, both internal and external.</li> </ul>	Yes	
	<b>Risk Prediction &amp; Mitigation</b>		
R&C6	<ul style="list-style-type: none"> <li>• Store historical data and provide trend analysis. Able to analyze historical data to predict potential risks and compliance issues.</li> <li>• should allow users to conduct scenario analysis by adjusting input parameters to understand how changes impact risk rankings.</li> <li>• Monitor progress on risk mitigation strategies. Track and update the status of mitigation efforts associated with each risk.</li> </ul>	Yes	
	<b>Regulatory Compliance Tracking</b>		
R&C7	<ul style="list-style-type: none"> <li>• Features to track and monitor compliance with relevant laws, regulations, and internal policies.</li> <li>• Alerts and notifications for potential compliance issues.</li> <li>• Capability to offer regulatory compliance management through a systematic monitoring approach. Able to adapt to regulatory changes</li> <li>• Allow automation of workflow process relating to compliance</li> <li>• Keep track of changes in regulations and compliance requirements.</li> </ul>	Yes	
	<b>Incidence Management</b>		
R&C8	Capture, track, and manage incidents related to compliance breaches or risks.	Yes	
	<b>Audit Trail and Documentation</b>		
R&C9	<ul style="list-style-type: none"> <li>• Maintain a comprehensive audit trail of activities related to risk and compliance</li> </ul>	Yes	

	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	<ul style="list-style-type: none"> <li>The system should maintain a clear and comprehensive audit trail, documenting changes to risk rankings and the reasons behind those changes.</li> </ul>		
	<b>Training and Awareness</b>		
R&C10	<ul style="list-style-type: none"> <li>Facilitate employee training programs on risk &amp; compliance matters. Ensures that employees are knowledgeable about risk &amp; compliance requirements, reducing the likelihood of inadvertent policy violations</li> </ul>	Yes	
	<b>Risk, Compliance and Performance</b>		
R&C11	<ul style="list-style-type: none"> <li>Able to link risks &amp; 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.</li> </ul>	Yes	
	<b>Customization</b>		
R&C12	<ul style="list-style-type: none"> <li>Able to link risk &amp; compliance to risk-based audit module</li> <li>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.</li> <li>Capability to customize risk reporting templates at any time for future requirement changes</li> <li>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</li> <li>Able to integrate with other systems</li> </ul>	Yes	
R&C13	<ul style="list-style-type: none"> <li>Enable management of risks that need special treatment; Disaster risk, fraud &amp; corruption risk, information security risk, financial risk, business continuity risk, strategic risk, compliance/regulatory risk, liquidity risk, political risk, reputational risk and any other</li> </ul>	Yes	

## 5.11 FUNCTIONAL REQUIREMENTS FOR CORPORATE COMMUNICATION

NO	REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
	<b>Brand Asset Management System</b>		
CC01	<p>A software that will keep all communication, visuals and messaging compliant with brand guidelines and regulatory requirements</p> <p>The platform should:</p> <ol style="list-style-type: none"> <li>1. Provide an accessible storage system</li> <li>2. Define material asset naming conventions</li> <li>3. Allow for routine checks for brand inconsistencies within and across content</li> <li>4. Help with social listening and capturing feedback</li> <li>5. Generate reviews across all relevant platforms</li> <li>6. Monitor brand performance across all channels</li> </ol>	Yes	
	<b>Stakeholder Management</b>		
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	
	<b>MEDIA RELATIONS</b>		
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	

NO	REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
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	
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	
	<b>SERVICE DELIVERY CHARTER</b>		
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	
	<b>Customer Satisfaction</b>		
CC20	A system that can: <ul style="list-style-type: none"> <li>Identify negative themes in the customer experience</li> <li>Gauge customer loyalty</li> <li>Identify customer trends</li> <li>Provide competitive advantage</li> <li>Shape the customer life cycle</li> </ul>	Yes	

## 5.12 FUNCTIONAL REQUIREMENTS FOR FLEET MANAGEMENT SYSTEM

NO	FUNCTIONAL REQUIREMENT	MANDATORY 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 ii. Make	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY Y/N	BIDDER'S RESPONSE
	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. <ol style="list-style-type: none"> <li>1. Location authorized/Not authorized</li> <li>2. By time of the day example 6am to 6pm</li> <li>3. By days of the week example Monday to Friday</li> <li>4. By route example from present point "x" to point "y"</li> </ol>	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 <ul style="list-style-type: none"> <li>● Get actual vehicle allocation</li> <li>● Set maximum speed for the vehicle</li> <li>● Start and stop vehicle (engine immobilizer)</li> <li>● Set the vehicles area of operation</li> <li>● Get daily mileage report</li> <li>● Give fuel usage reports including fuel siphoning</li> <li>● Get the vehicle speed</li> <li>● Get low battery alerts</li> <li>● Get over speeding alerts</li> <li>● SOS emergency buttons</li> <li>● Generate reports of vehicle trips, stoppages, durations and location, mileage etc</li> <li>● Get user name and password to log into the</li> </ul>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY Y/N	BIDDER'S RESPONSE
	<p>website</p> <ul style="list-style-type: none"> <li>● Access real time reports on mobile phone, laptops, tablets etc</li> <li>● Create different user accounts with different rights and access</li> <li>● Get alerts of fatigue driving, parking alarm etc</li> <li>● View different vehicle tracking maps</li> <li>● Relies on GPS/ GPRS/GSM technology</li> <li>● Real time visibility in remote areas</li> <li>● 24hour support service</li> <li>● One-year warranty in case of devise /unit failure within the contract period</li> </ul>		
FM020	<p>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</p>	Yes	
FM021	<p>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.</p>	Yes	
FM022	<p>The system shall allow users to record the fuel intake of vehicle, against the under list:</p> <ol style="list-style-type: none"> <li>1. Quantity taken against vehicle registration No.</li> <li>2. Department</li> <li>3. Time and date</li> <li>4. Distance covered against fuel taken and the ratios</li> </ol>	Yes	
FM023	<p>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.</p>	Yes	
FM024	<p>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.</p>	Yes	
FM025	<p>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.</p>	Yes	
FM026	<p>Capability of adding action points and generate reports - The system should be able to allow for adding the points</p>	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY Y/N	BIDDER'S RESPONSE
	of interest and have reports on the visitation of the same.		
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 system shall allow users to determine the driver of a	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY Y/N	BIDDER'S RESPONSE
	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	Yes	

NO	FUNCTIONAL REQUIREMENT	MANDATORY Y/N	BIDDER'S RESPONSE
	showing, i. Location/scene of the accidents. 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	

## 5.13 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	

NO	FUNCTIONAL REQUIREMENT	MANDATORY (Y/N)	BIDDER RESPONSE
BPDP 015	A system that can allow uploading of the projects funded so far under the programme and the photographs	Yes	
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	

## 5.14 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	
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	

SN	Functional Requirement	Mandatory Yes/No	Bidder Response
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	
R&S.020	The system shall generate comprehensive data analysis reports that summarize the findings and conclusions derived from the analysis.	YES	

SN	Functional Requirement	Mandatory Yes/No	Bidder Response
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	
R&S.031	The system shall facilitate the dissemination of data analysis reports to relevant stakeholders for informed decision-making.	YES	

SN	Functional Requirement	Mandatory Yes/No	Bidder Response
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	

## 5.15 FUNCTIONAL REQUIREMENTS FOR REGISTRY

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

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	
	<b>User Access and Collaboration</b>		
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	
	<b>User Interface</b>		
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	

## 6.0 ENTERPRISE RESOURCE PLANNING LICENSE

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

The total number of staff in NGCDFB is approximately 470 stationed across 301 sites countrywide. In addition, it is anticipated that there shall be 580 system users per constituency. The bidder is therefore expected to use the license structure provided in this document. The bidder should give a detailed description of the licensing regime proposed 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 advise 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.

### Grand Summary Cost Table for the Contract Period (This will form part of consultant's financial proposal)

		<i>[ insert: Kenya shillings] Price</i>	<i>[ insert: Foreign Currency A] Price</i>	<i>[ insert: Foreign Currency B] Price</i>
1.	Supply, Installation and Implementation Costs (from Supply, Installation and Implementation Cost Summary Table)			
2.	Recurrent Costs (from Recurrent Cost Summary Table for post implementation year 1)			

		<i>[ insert: Kenya shillings] Price</i>	<i>[ insert: Foreign Currency A] Price</i>	<i>[ insert: Foreign Currency B] Price</i>
3.	Recurrent Costs (from Recurrent Cost Summary Table for post implementation year 2)			
4.	Grand Totals (to Financial Proposal submission form)			

Name of Tenderer: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer:

### Supply, Installation and Implementation Cost Summary Table

Line Item No.	Subsystem / Item	Supply, Installation and Implementation Cost Sub-Table No.	<i>[ insert: Kenya shillings] Price</i>	<i>[ insert: Local Currency ] Price</i>	<i>[ insert: Foreign Currency A] Price</i>
1.	Planning and performance management (including strategic and annual planning)	1			
2.	Projects management				
3.	Best practice programme				
4.	M&E management				
5.	Projects complaints management				
6.	Finance and accounting management				
7.	Supply chain management				
8.	Human resource management				
9.	Fixed assets management				
10.	Customer relationship management				
11.	Risk management				
12.	Administration management				
13.	Fleet management				
14.	Document management				

Line Item No.	Subsystem / Item	Supply, Installation and Implementation Cost Sub-Table No.	<i>[ insert: Kenya shillings]</i> Price	<i>[ insert: Local Currency ]</i> Price	<i>[ insert: Foreign Currency A]</i> Price
15.	Corporation and Legal services management				
16.	Internal audit management				
17.	ESS portal (Employee self-service portal)				
18.	Risk Management				
19.	ICT service management				
20.	Integration with third party applications				
<b>SUBTOTALS</b>					
<b>TOTAL (To Grand Summary Table)</b>					

### Recurrent Cost Summary Table

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

## Supply, Installation and Implementation Cost Sub-Table *[insert: identifying number]*

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

				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)											

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

Note: Post implementation year 3 and above should not form part of the Financial Proposal

Component No.	Component ( <i>Not limited to the following</i> )	Maximum all-inclusive costs (for costs in [ <i>insert: currency</i> ])						Sub-total for [ <i>insert: currency</i> ]
		Post Implementation Year 1	Post Implementation Year 2	Post Implementation Year 3	-	-	-	
1.	Hardware Maintenance	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 [ <i>insert: currency</i> ] entry for [ <i>insert: line item</i> ] in the Recurrent Cost Summary Table)								

Name of Tenderer: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer: \_\_\_\_\_

## Licensing Matrix

MODULE	Level	User Tier	Number		
			Approver	Transaction	Team Player
Planning and performance management	HQ	Management	2		
		Technical Staff		2	
		Other Staff			180
	Constituency	FAM			290
		DA			
		Clerk			
Projects management	HQ	Management	2		
		Technical Staff		36	
		Other Staff			146
	Constituency	FAM		290	
		DA		290	
		Clerk			
Best practice programme	HQ	Management	2		
		Technical Staff		2	
		Other Staff			179
	Constituency	FAM			290
		DA			
		Clerk			
M&E management	HQ	Management	2		
		Technical Staff		3	
		Other Staff			179
	Constituency	FAM			290
		DA			
		Clerk			
Projects complaints management	HQ	Management	2		
		Technical Staff			

MODULE	Level	User Tier	Number		
			Approver	Transaction	Team Player
Planning and performance management	Constituency	Other Staff			
		FAM		290	
		DA			
		Clerk			
Finance and accounting management	HQ	Management	2		
		Technical Staff		6	
		Other Staff			176
	Constituency	FAM		290	
		DA		290	
		Clerk			
Supply chain management	HQ	Management	2		
		Technical Staff		5	
		Other Staff			177
	Constituency	FAM			
		DA			
		Clerk			
Human resource management	HQ	Management	2		
		Technical Staff		5	
		Other Staff			177
	Constituency	FAM			290
		DA			
		Clerk			
Risk management	HQ	Management	2		
		Technical Staff		4	
		Other Staff		178	
	Constituency	FAM		290	
		DA			
		Clerk			
Administration management	HQ	Management	2		

MODULE	Level	User Tier	Number		
			Approver	Transaction	Team Player
Planning and performance management	Constituency	Techical Staff		10	
		Other Staff			172
		FAM			
		DA			
		Clerk			
Fleet management	HQ	Management	2		
		Techical Staff		5	
		Other Staff			177
	Constituency	FAM			
		DA			
		Clerk			
Document management	HQ	Management	2		
		Techical Staff		4	
		Other Staff			178
	Constituency	FAM			290
		DA			
		Clerk			
Corporation and Legal services management	HQ	Management	2		
		Techical Staff		6	
		Other Staff			178
	Constituency	FAM			290
		DA			
		Clerk			
Internal audit management	HQ	Management	2		
		Techical Staff		36	
		Other Staff			146
	Constituency	FAM			290

MODULE	Level	User Tier	Number		
			Approver	Transaction	Team Player
Planning and performance management		DA			
		Clerk			
ESS portal (Employee self-service portal)	HQ	Management	2		
		Technical Staff			
		Other Staff		182	
	Constituency	FAM		290	
		DA			
		Clerk			
ICT service management	HQ	Management	2		
		Technical Staff		5	
		Other Staff			177
	Constituency	FAM			290
		DA			290
		Clerk			290
CRM Corporate Communications	HQ	Management	2		
		Technical Staff		8	
		Other Staff			174
	Constituency	FAM			290
		DA			290
		Clerk			290
Research Statistics	HQ	Management	2		
		Technical Staff		5	
		Other Staff			177
	Constituency	FAM			290
		DA			
		Clerk			

## License Cost Matrix

PRODUCT	USER LICENSES - HQ	UNIT PRICE (KSH)	ANNUAL TOTAL	TEAM MEMBER LICENSES - REGIONAL	TOTAL ANNUAL OFFER PRICE
Base License					
<b>ADDONS</b>					
Module 1					
Module 2					
Module 3					
Module 4					
Module 5					
Module .....					
TOTAL LICENSE COST (ANNUAL)					
PROFESSIONAL SERVICES					
GRAND TOTAL (INCL VAT)					

## SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity is paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

## CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services for:

Contract No.: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Between

\_\_\_\_\_ *[Name of the Procuring Entity]*

and

\_\_\_\_\_ *[Name of the Consultant]*

Date:

## I. FORM OF CONTRACT - LUMP-SUM

*(Text in brackets [ ] is optional; all notes should be deleted in the final text)*

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

*[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (herein after called the “Consultant”).]*

### WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”);
  - b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
  - c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
- NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract;
  - b) The Special Conditions of Contract;
  - c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price
    - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
  - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
  - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of..... *[Name of Procuring Entity] [Authorized Representative of the Procuring Entity–name, title and signature]*

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant–name and signature]*

**[Note:** *For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture] [Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]*

## SECTION 7: GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
  - b) “Consultant” means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
  - c) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - d) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
  - e) “Day” means a working day unless indicated otherwise.
  - f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - h) “Foreign Currency” means any currency other than the currency of Kenya.
  - i) “GCC” mean these General Conditions of Contract.
  - j) “Government” means the government of Kenya.
  - k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
  - l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
  - m) “Local Currency” means the Kenya Shillings, the currency of Kenya.
  - n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
  - o) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
  - p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
  - q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
  - r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

- (t) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

## **2. Relationship between the Parties**

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **3. Law Governing Contract**

- 2.2 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

## **4. Language**

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

## **5. Headings**

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

## **7. Location**

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

## **8. Authority of Member in Charge**

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize them ember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

## **9. Authorized Representatives**

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

## **10. Corrupt and Fraudulent Practices**

- 10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.
- 10.2 **Commissions and Fees**-The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gents or any other party with respect to the selection 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. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

## **B. Commencement, Completion, Modification and Termination of Contract**

### **11 Effectiveness of Contract**

11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

### **12 Termination of Contract for Failure to Become Effective**

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

### **13 Commencement of Services**

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

### **14 Expiration of Contract**

14.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

### **15 Entire Agreement**

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **16 Modifications or Variations**

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### **17 Force Majeure**

#### **a. Definition**

17.1 For the purposes of this Contract, “ Force Majeure” means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which his caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or over come in the carrying out of its obligations here under.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

#### **b. No Breach of Contract**

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure,

provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be taken**

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## **18 Suspension**

18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19 Termination**

19.1 This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Procuring Entity**

19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a) If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

#### **b. By the Consultant**

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.
- b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinfifty-five (55) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

#### **c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

#### **d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

#### **e. Payment up on Termination**

19.1.6 Up on termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a) Payment or Services satisfactorily performed prior to the effective date of termination; and
- b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

### **C. Obligations of the Consultant**

#### **16. General**

##### **a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any

matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultants 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.

20.6. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21 Conflict of Interests**

21.1 The Consultant shall hold the Procuring Entity's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve

the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.



## **22 Confidentiality**

- 22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

## **23 Liability of the Consultant**

- 23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

## **24 Insurance to be taken out by the Consultant**

- 24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

## **25 Accounting, Inspection and Auditing**

- 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

## **26 Reporting Obligations**

- 26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

## **27 Proprietary Rights of the Procuring Entity in Reports and Records**

- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

## **28 Equipment, Vehicles and Materials**

- 28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

### **D. Consultant's Experts and Sub-consultants**

## **29 Description of Key Experts**

- 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

## **30 Replacement of Key Experts**

- 30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

## **31 Removal of Experts or Sub-consultants**

- 31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

### **E. Obligations of the Procuring Entity**

## **32 Assistance and Exemptions**

- 32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:
- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other

documents required for their stay in Kenya while carrying out the Services under the Contract.

- c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Expert and their eligible dependents.
- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya
- f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- g Provide to the Consultant any such other assistance as may be specified in the SCC.

### **33 Access to Project Site**

- 33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### **34 Change in the Applicable Law Related to Taxes and Duties**

- 34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

### **35 Services, Facilities and Property of the Procuring Entity**

- 35.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

### **36 Counterpart Personnel**

- 36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

### **37 Payment Obligation**

- 37.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

## F. Payments to the Consultant

### 38 Contract Price

- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

### 39 Taxes and Duties

- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. Currency of Payment
- 39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

### 40 Mode of Billing and Payment

- 40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
- 40.2.1 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
- 40.2.2 *The Lump-Sum Installment Payments:* The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.
- 40.2.3 *The Final Payment:* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.
- 40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- 40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

### 41 Interest on Delayed Payments

- 41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such

due date for each day of delay at the annual rate stated in the SCC.

## **G. Fairness and Good Faith**

### **42 Good Faith**

42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **H. Settlement of Disputes**

### **43 Amicable Settlement**

43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.3 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

### **44 Dispute Resolution**

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## SECTION 8: SPECIAL CONDITIONS OF CONTRACT

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p>The Contract shall be construed in accordance with the law of Kenya</p> <p><i>[Where the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the name of Kenya should be removed.]</i></p>
4.1	<p>The language is: English</p>
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p><b>The CEO</b>  <b>National Government CDF Board</b>  <b>P.O. Box 46682-00100</b>  <b>Nairobi</b>  <b>Email: <a href="mailto:procurement@ngcdf.go.ke">procurement@ngcdf.go.ke</a></b></p> <p>Consultant: _____          Attention: _____          Facsimile: _____          E-mail: _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i>          The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity:     <i>[name, title]</i>__</p> <p>For the Consultant:     <i>[name, title]</i>__</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
11.1	<p>The effectiveness conditions are the following:  <i>[Note: If there are no effectiveness conditions, state “N/A”]</i></p> <p><i>OR</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be ____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be ____ <i>[insert time period, e.g.: twelve months].</i></p>
21.1.3.	<p>The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes: ____ No: ____</p>
23.1	<p>No additional provisions.</p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the Procuring Entity can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring Entity:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity’s property, shall not be liable to the Procuring Entity:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 20px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 20px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p><i>[Notes to the Procuring Entity and the Consultant:</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Entity <u>prior to accepting any changes</u> to what was included in the issued RFP.</i></p> <p><i>To be acceptable to the Procuring Entity, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Procuring Entity.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Procuring Entity's country"];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in Kenya"];</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p>The additional rights to the use of the documents are: <i>[If applicable, insert any exceptions to proprietary rights provisions]</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.</i></p> <p><i>If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software....] for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.]</i></p> <p><i>[OR]</i></p> <p><i>[The Procuring Entity shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p><i>[OR]</i></p> <p><i>[Neither Party shall use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>
32.1 (a) through (f)	<p><i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.]</i></p>
32.1(g)	<p><i>[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).]</i></p>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive]</i> of local taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid ” or “reimbursed ”]</i> by the Procuring Entity <i>[insert as appropriate: “for “or “to ”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</i></p>
39.1 and 39.2	<p><i>[The Procuring Entity, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant)]</i></p> <p>The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2)]</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following: “the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts ”]</i></p> <p>any taxes, duties, fees, levies and other impositions imposed, under the applicable law in</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>the Procuring Entity's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;</p> <p>(d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity's country.</p>
40.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1<sup>st</sup> payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]. E.g. "Twenty (20) percent of the lumpsum contract price shall be paid upon submission and approval of the Inception Report</i></p> <p>2<sup>nd</sup> payment: Example: Sixty (60) percent of the lumpsum Contract Price shall be paid upon submission of an acceptable Draft Report.</p> <p>3<sup>rd</sup> and Final Payment: Example: Twenty (20) percent of the lumpsum Contract Price shall be paid upon submission and approval of the Final Report.</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Entity of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Entity]</i></p>
40.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in Kenya Shillings] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
40.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
41.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	that dispute.
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Procuring Entity's country nor the Consultant's country];</i></p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

## SECTION 9: APPENDICES

### Appendix A – Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

.....  
..

### Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

### ..... Appendix C – Breakdown of Contract Price

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

### Appendix D - Form of Advance Payment Guarantee

[Note: See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment \_\_\_\_\_ [Bank's Name and Address of Issuing Branch or Office] Beneficiary: \_\_\_\_\_ [Name and Address of Procuring Entity]  
Date: \_\_\_\_\_

ADVANCE PAYMENT GUARANTEE No.: \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called "the Consultant") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (herein after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [amount in figures] ( ) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_ [name of bank] here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] ( ) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made Full repayment of the amount of the advance payment, or on the day of \_\_\_\_\_,<sup>2</sup> whichever is earlier.

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

*[Signature]*

**Note:** *All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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## PREFACE

This Section includes a Time-Based Contract. It includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement, but not over-write or otherwise contradict, the General Conditions of Contract.

**Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.

The template is designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump-Sum and Time- Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time-Based Contract. In such event; both types of contracts shall be signed at the same time.

In case a Time-Based Contract is not used, please delete the contract template for time-based contract before issuance of the RFP to Consultants.

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<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup>Insert the expected expiration date. In the event of an extension of the time for completion of the Contract the Procuring Entity would need to request an extension of

This guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

## CONTRACT FOR CONSULTANT'S SERVICES

### II. TIME-BASED CONTRACT

Consulting Services for:

Contract No.: \_\_\_\_\_

Contract Description: \_\_\_\_\_

between

*[Name of the*

*Procuring Entity]* and

*[Name of the Consultant]*

Date:

**II: FORM OF CONTRACT-TIME-BASED**

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

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

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “... (herein after called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

**WHEREAS**

- a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) The Procuring Entity has set aside a budget and funds towards the cost of the services and intends to apply a portion of the funds to eligible payments under the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached here to shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract;
  - b) The Special Conditions of Contract;
  - c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Remuneration Cost Estimates
    - Appendix D: Reimbursable Cost Estimates
    - Appendix E: Form of Advance Payments Guarantee

In the event of any in consistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. ThemutualrightsandobligationsoftheProcuringEntityandtheConsultantshallbeassetforthinthContract, in particular:
  - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
  - b) The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of \_\_\_\_\_ [Name of Procuring Entity] [Authorized Representative of the Procuring Entity–name title and signature]

For and on behalf of \_\_\_\_\_ [Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant–name and signature]

*[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant..... [insert the name of the Joint Venture] [Name of the lead member]

*[Authorized Representative on behalf of a Joint Venture] [add signature blocks for each member if all are signing]*

## Section 8: General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
  - b) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
  - c) “Consultant” means a legally - established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
  - d) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - e) “Day” means a working day unless indicated otherwise.
  - f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC11.
  - g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - h) “Foreign Currency” means any currency other than the Kenya Shilling.
  - i) “GCC” means these General Conditions of Contract.
  - j) “Government” means the government of Kenya.
  - k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
  - l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.
  - m) “Local Currency” means the Kenya Shilling.
  - n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
  - o) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both.
  - p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
  - q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
  - r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
  - s) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

#### 2. Relationship between the Parties

- 2.3 Nothing contained here in shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by the moron their behalf here under.

### **3 Law Governing Contract**

3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **4 Language**

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

#### **5 Headings**

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

#### **6 Communications**

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

#### **7 Location**

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

#### **8 Authority of Member in Charge**

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

#### **9. Authorized Representatives**

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

#### **10 Corrupt and Fraudulent Practices**

- 10.1 The Government requires compliance with its policy and laws in regard to corrupt and fraudulent or prohibited practices as set forth in its laws and policies.

##### **a. Commissions and Fees**

- 10.2 The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

Commencement, Completion, Modification and Termination of Contract.

#### **11 Effectiveness of Contract**

- 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

#### **12 Termination of Contract for Failure to Become Effective**

- 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **13 Commencement of Services**

- 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

### **14. Expiration of Contract**

- 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

### **15 Entire Agreement**

- 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **16 Modifications or Variations**

- 16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### **16.2 In cases of substantial modifications or variations.**

### **17 Force Majeure**

#### **a. Definition**

- 17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2 Force Majeure shall not include (i) any event which is caused by then negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.
- 17.3 Force Majeure shall not include in sufficiency of funds or failure to make any payment required here under.

#### **b. No Breach of Contract**

- 17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **c. Measures to be taken**

- 17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
  - b Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 47 & 48.

## 18 Suspension

- 18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform many of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## 19 Termination

- 19.1 This Contract may be terminated by either Party as per provisions set up below:

### a. By the Procuring Entity

- 19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

- 19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

### b. By the Consultant

- 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- d If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

- 19.1.6 Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:
- a remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
  - b In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

**C. OBLIGATIONS OF THE CONSULTANT**

**20 General**

**a. Standard of Performance**

- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval,

the Consultant shall retain full responsibility for the Services.

#### **b. Law Applicable to Services**

- 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultant 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,
- 20.6 The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

### **21 Conflict of Interests**

21.1 The Consultant shall hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **a. Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurementresponsibilityshallbeforetheaccountoftheProcuringEntity.

#### **b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directlyrelatedtotheConsultant'sServicesforthe preparationorimplementationoftheproject.

#### **c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

#### **d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

### **22 Confidentiality**

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall

not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

## **23 Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

## **24 Insurance to be taken out by the Consultant**

24.1 The Consultant (I) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

## **25 Accounting, Inspection and Auditing**

25.1 The Consultant shall keep and shall make all reasonable effort to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the PPRA's prevailing sanctions procedures.)

## **26 Reporting Obligations**

26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

## **27 Proprietary Rights of the Procuring Entity in Reports and Records**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

## **28 Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration

of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure the mat the expense of the Procuring Entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into, as applicable.

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

##### **29 Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

29.2 If required to comply with the provisions of Clause GCC 20 a, adjustments with respect to the estimated time- input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Entity, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii)that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in ClauseGCC41.2.

29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Entity and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC41.1, the Parties shall sign a Contract amendment.

##### **30 Replacement of Key Experts**

30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall forth with provide as are placement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

##### **31 Approval of Additional Key Experts**

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Entity.

##### **32 Removal of Experts or Sub-consultants**

32.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be in competent or in capable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

##### **33 Replacement/ Removal of Experts–Impact on Payments**

33.1 Except as the Procuring Entity may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

#### **34 Working Hours, Overtime, Leave, etc.**

34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from Kenya, experts carrying out Services inside Kenya shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, Kenya as is specified in Appendix B.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

### **E. Obligations of the Procuring Entity**

#### **35 Assistance and Exemptions**

35.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
- c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.
- f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the services or for the personal use of the Experts and of withdrawing any such amounts as may be earned there in by the Experts in the execution of the Services.
- g Provide to the Consultant any such other assistance as may be specified in the SCC.

#### **36 Access to Project Site**

36.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultant or the Experts of either of them.

#### **37 Change in the Applicable Law Related to Taxes and Duties**

37.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto,

and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC41.1

### **38 Services, Facilities and Property of the Procuring Entity**

- 38.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
- 38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services,(ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result there of pursuant to Clause GCC 41.3.

### **39 Counterpart Personnel**

- 39.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.
- 39.2 If counterpart personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix A, the Procuring Entity and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result there of pursuant to Clause GCC 41.3.
- 39.3 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

### **40 Payment Obligation**

- 40.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant and in such manner as is provided by GCCF below.

## **E. PAYMENTS TO THE CONSULTANT**

### **41 Ceiling Amount**

- 41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D ([Reimbursable expenses]).
- 41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.
- 41.3 For any payments in excess of the ceilings specified in GCC 41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

### **42 Remuneration and Reimbursable Expenses**

- 42.1 The Procuring Entity shall pay to the Consultant
- (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and
  - (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the

performance of the Services.

42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover:

(i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads),

(ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B,

(iii) the Consultant's profit, and

(iv) any other items as specified in the SCC.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable remuneration rates and allowances are known.

### 43 Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

### 44 Currency of Payment

44.1 Any payment under this Contract shall be made in the currency or currencies specified in the SCC.

### 45 Mode of Billing and Payment

45.1 Billing and payments in respect of the Services shall be made as follows:

- a Advance payment. Within the number of days after the Effective Date, the Procuring Entity shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E. The advance payments will be set off by the Procuring Entity in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- b The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- c The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments.
- d The Final Payment: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final invoice shall be deemed approved by the

Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Entity has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) Calendar months after receipt by the Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.

- e All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- f With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations here under.

#### **46 Interest on Delayed Payments**

- 46.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 45.1(c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

#### **G. Fairness and Good Faith**

##### **47 Good Faith**

- 47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **H. Settlement of Disputes**

##### **48 Amicable Settlement**

- 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will considerate and responds in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

##### **49 Dispute Resolution**

- 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions in the SCC.

## SECTION 8: SPECIAL CONDITIONS OF CONTRACT

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Procuring Entity: _____            Attention: _____            Facsimile: _____            E-mail: _____</p> <p>Consultant: _____            Attention: _____            Facsimile: _____            E-mail: _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “Not Applicable”;</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: <i>[name, title]</i>__</p> <p>For the Consultant: <i>[name, title]</i>__</p>
11.1	The effectiveness conditions are the following: <i>[insert “Not Applicable” or list the conditions]</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The period shall be _____ <i>[insert period, e.g.: four months]</i>.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ <i>[e.g.: ten]</i>.</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The period shall be _____ <i>[insert time period, e.g.: twelve months]</i>.</p>
23.1	No additional provisions.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>[OR:</i></p> <p>The following limitation of the Consultant’s Liability towards the Procuring Entity can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring Entity:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity’s property, shall not be liable to the Procuring Entity:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 20px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 20px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the applicable law in Kenya</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Procuring Entity’s country.</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Procuring Entity’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p><i>[If applicable, insert any exceptions to proprietary rights provision _____]</i></p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated “Not Applicable”. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software..... ] for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.]</i></p> <p><i>OR</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>[The Procuring Entity shall not use these <i>[insert what applies..... documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]  OR  [Neither Party shall use these <i>[insert what applies..... documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
35.1 (a) through (f)	<i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, indicate "Not Applicable"]</i>
35.1(g)	<i>[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate "Not Applicable" for this Clause SCC 35.1(g).]</i>
41.2	<p>The ceiling in foreign currency is: _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Procuring Entity <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the amounts provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
42.3	Price adjustment on the remuneration ..... <i>[insert "applies" or "does not apply"]</i> <i>If the price adjustment applies, indicate the formula and procedure to be used for the adjustments.</i>
42.4(iv)	The other remuneration items are: _____
43.1	<p><i>[The Procuring Entity shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant)]</i></p> <p>The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Local Taxes"):</i>  <i>If ITC 16.3 indicates a tax exemption status, include the following: "the Consultant, the Sub-consultants and the Experts shall be exempt from"</i>  OR  <i>If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:</i>  <i>"the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts"]</i></p> <p>Any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law in Kenya, on the Consultant, the Sub-consultants and the Experts</p>
44.1	The currency or currencies of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i>
45.1(a)	<i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Procuring Entity in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p>
45.1(b)	<p><i>[Indicate “Not Applicable” for this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Procuring Entity itemized statements at time intervals of _____ <i>[e.g. “every quarter”, “every six months”, “every two weeks”, etc.]</i>.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
46.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
49	<p>Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations.</p>

## SECTION 9: APPENDICES

### Appendix A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks that require prior approval by the Procuring Entity.]*

*Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Procuring Entity shall be added to the Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as Engineer", for which action, pursuant to such civil works contract, the written approval of the Procuring Entity is required.*

### Appendix B - Key Experts

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from Kenya; entitlement, if any, to leave pay; public holidays in Kenya that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]*

### Appendix C – Remuneration Cost Estimates

#### 1. Monthly rates for the Experts:

*[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]*

#### 2 *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

*"The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Entity prior to the Contract's negotiations.*

*Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GCC45. 1(d) of this Contract."*

## BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]) \*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Rate per Working Month/Day/Hour	Fixed per Working Month/Day/Hour <sup>1</sup>
<i>Home Office</i>									
<i>Work in Kenya</i>									

Expressed as percentage of 1

<sup>1</sup> Expressed as percentage of 4

\* If more than one currency, add a table

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title: \_\_\_\_\_

## APPENDIX D: REIMBURSABLE EXPENSES COST ESTIMATES

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.}
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

## APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2 and

SCC41.2] Bank Guarantee for Advance

Payment

\_\_\_\_\_ [Bank's Name and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [Name and Address of Procuring

Entity] Date: \_\_\_\_\_

ADVANCE PAYMENT GUARANTEE No. \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called " the Consultant") has entered into Contract No. \_\_\_\_\_

\_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called " the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of

\_\_\_\_\_ [Amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] () [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at

\_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of \_\_\_\_\_, 2\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or

before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication

No.758.

[Signature (s)]

**Note:** All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance

payment as  
Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup>Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## SECTION 10. NOTIFICATION FORMS

### 1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: \_\_\_\_\_ *[insert the name of the Entity]* Contract title: \_\_\_\_\_ *[insert the name of the contract]* RFP No: \_\_\_\_\_ *[insert RF Preference number]*

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 Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

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

**i) Short listed Consultants**

*[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultant submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]*

	Submitted Proposal	Overall technical score	Financial Proposal Price	Evaluated Financial Proposal Price (If applicable)	Combined Score and ranking (if applicable)
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]

[insert name]	.....	....	....	....	.....
---------------	-------	------	------	------	-------

(ii) **Reason/s why your Proposal was unsuccessful** [*Delete if the combined score already reveals the reason*].

*[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]*

iii) **How to request a debriefing** [*This applies only if your proposal was unsuccessful as stated under point (3) above*].

**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 Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, 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 5 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 fourteen (14) Business Days from the date of publication of the Contract Award Notice.

**(iv) 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 Consultant, 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]

Fax number: [insert fax number] delete if not used

[At this point in the procurement process] [Upon receipt of this notification] 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.

In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract.  
You must submit the complaint within the deadline stated above.  
You must include, in your complaint, all of the information required by the Procuring Entity.

**(v) Standstill Period**

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).  
The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet 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 \_\_\_\_\_ *[insert the name of the Procuring Entity]*: Signature: \_\_\_\_\_

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

\_\_\_\_\_ Title/position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## 2 REQUEST FOR REVIEW

### FORM FOR REVIEW(r.203(1))

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20.... for .....(Tender description).

#### REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

---

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

### 3. LETTER OF AWARD

*[use letterhead paper of the Procuring Entity] [date]\_\_\_\_\_ To: \_\_\_\_\_ [name and address of the winning Consultant] Subject: Notification of Award Contract No.....*

This is to notify you that your Proposal dated \_\_\_\_\_ *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on \_\_\_\_\_ for the contract amount of \_\_\_\_\_ *[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

***Attachment: Draft Negotiated Contract***

**4. BENEFICIAL OWNERSHIP DISCLOSURE FORM**  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: \_\_\_\_\_ [insert identification no]  
 Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

1) 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---- 2. Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes ----No--- -  2. Is this influence or control exercised directly or indirectly?  Direct..... .....  Indirect.....
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly---- ----- % of shares	Indirectly----- -----% of voting rights		
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
					.....
2.	Full Name	Directly----- ----- % of shares	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) Yes ----No--  2. Is this influence or control exercised directly or indirectly?  Direct..... .....  Indirect..... .....  Direct..... .....  Indirect..... .....
	National identity card number or Passport number				
	Personal Identification Number (where applicable)				
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3.  e.t .c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

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

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

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

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

Bidder Official Stamp

**mmmmm**

Request for Proposal Reference No.:\_\_\_\_\_ [insert identification no] Name of the Assignment:\_\_\_\_\_ [insert name of the assignment] to:\_\_\_\_\_ [insert complete name of Procuring Entity]

In response to 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]

V) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
-----------------------------------------------	--	--	--

*OR*

- ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

*OR*

- iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]”*

*Name of the Consultant: .....\*[insert complete name of the Consultant]\_\_*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: \*\* [insert complete name of person duly authorized to sign the Proposal]*

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

*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]*

---

*\*In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a*

*Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

*\*\*Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.*

