



**THE MERU NATIONAL  
POLYTECHNIC**

*Technology for Innovation & Development*

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## **INVITATION TO TENDER**

### **FOR**

**SUPPLY, INSTALLATION, TESTING, TRAINING, COMMISSIONING &  
MAINTENANCE OF AN INTEGRATED ENTERPRISE RESOURCE PLANNING  
SYSTEM**

**TENDER NUMBER:**

**MNP/ICT/MIS/001/2025-2026**

**JUNE 2025**

**Closing date: 19<sup>th</sup> June 2025 at 10:00am**

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## INVITATION TO TENDER

### CONTRACT NAME AND DESCRIPTION: TENDER FOR SUPPLY, INSTALLATION, TESTING, TRAINING, COMMISSIONING & MAINTENANCE OF AN INTEGRATED ENTERPRISE RESOURCE PLANNING SYSTEM

**TENDER NUMBER: MNP/ICT/MIS/001/2025-2026**

1. The Meru National Polytechnic invites sealed tenders for the **Supply, installation, testing, training, commissioning & maintenance of an Integrated Enterprise Resource Planning System.**
2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0800 to 1700 hours** at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements**, Section V - Description of Services of the Tender Document.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of non-refundable fees of Kes. 1,000.00 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) [www.mnp.ac.ke](http://www.mnp.ac.ke) or the government tenders' portal [www.tenders.go.ke](http://www.tenders.go.ke) . Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website [www.mnp.ac.ke](http://www.mnp.ac.ke) or the government tenders portal [www.tenders.go.ke](http://www.tenders.go.ke) Tenderers who download the tender document must forward their particulars immediately [tenders@merunationalpolytechnic.ac.ke](mailto:tenders@merunationalpolytechnic.ac.ke) to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a tender security of Kes. 400,000 (Four Hundred Thousand Shillings) valid for a Period of 210 days from the date of tender opening in cash, a guarantee from a reputable bank or an insurance company approved by the Public Procurement Regulatory Authority (PPRA).
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **10:00am on 19<sup>th</sup> June 2025.** Electronic Tenders will not be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. NOTE: Public Procurement Capacity Building Levy: Pursuant to the enactment of the Legal Notice No. 206 on Public Procurement and Asset Disposal Act 2015, Section 3 (1), Meru National Polytechnic shall retain the Public Procurement Capacity Building Levy at the rate of zero point zero three per centum (0.03%) of the value of the signed contract effective 1st September, 2024. Payment of the submitted invoices shall therefore be made minus this Levy.
11. Late tenders will be rejected.
12. The addresses referred to above are:

THE MERU NATIONAL POLYTECHNIC

P.O. BOX 111 – 60200 MERU.

Along Meru – Nanyuki Highway

Email: [info@merunationalpolytechnic.ac.ke](mailto:info@merunationalpolytechnic.ac.ke)/ [po@merunatioanlpolytechnic.ac.ke](mailto:po@merunatioanlpolytechnic.ac.ke)

Phone: 0793 937 581

**PROCUREMENT OFFICER  
FOR: CHIEF PRINCIPAL, MERU NATIONAL POLYTECHNIC**

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## **PART 1 - TENDERING PROCEDURES**

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## SECTION I -INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

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

#### 2. Throughout this tendering document:

##### 2.1 The terms:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
  - b) if the contexts or esquires, “singular” means “plural” and vice versa; and
  - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

#### 3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.



## 4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c has the same legal representative as another Tenderer; or
  - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
  - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
    - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
    - ii. Would be involved in the implementation or supervision of such contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke)
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.



- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

## **5 Qualification of the Tenderer**

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

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

### **6 Sections of Tendering Document**

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

### **PART 1: Tendering Procedures**

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

## **PART 2: Procuring Entity's Requirements**

- v) Section V-Procuring Entity's Requirements

## **PART 3: Contract**

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

- 6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

### **7. Site Visit**

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

### **8 Pre-Tender Meeting**

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

### **9 Clarification of Tender Documents**

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

## 10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

## C. Preparation of Tenders

### 11 Cost of Tendering

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

### 12 Language of Tender

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

### 13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
  - a **Form of Tender** prepared in accordance with ITT 14;
  - b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
  - c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
  - d **Alternative Tender:** if permissible in accordance with ITT 15;
  - e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
  - f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
  - g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
  - h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
  - i Any other document required in the **TDS**.

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

- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

### 14 Form of Tender and Activity Schedule

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in

Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

## **15 Alternative Tenders**

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

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

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

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

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

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

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

- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
  - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

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

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.



- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

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

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## **21 Tender Security**

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

Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

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

## **22 Format and Signing of Tender**

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

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

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

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

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

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

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

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

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

The inner envelopes or packages or containers shall:

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

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

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

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



electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

- 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **25 Late Tenders**

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

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

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

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

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

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

## **27 Tender Opening**

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

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

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

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

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

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

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

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

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

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

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

### **28 Confidentiality**

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

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

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

### **29 Clarification of Tenders**

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

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

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

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

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

### **31 Determination of Responsiveness**

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

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

- a) If accepted, would:
  - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
  - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

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

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

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

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

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

## **32 Arithmetical Errors**

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

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

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

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

## **33 Conversion to Single Currency**

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

## **34 Margin of Preference and Reservations**

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

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

## **35 Evaluation of Tenders**

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
  - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
  - b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
  - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
  - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT
- 35.5 The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

## **36 Comparison of Tenders**

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

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

### **Tenders Abnormally Low Tenders**

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### **Abnormally High Tenders**

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

- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

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

- 38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) Accept the Tender; or
  - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
  - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
  - d) Reject the Tender.

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

- 39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

## **F. Award of Contract**

### **43 Award Criteria**



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

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

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

## **43 Stand still Period**

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

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

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

## **45 Letter of Award**

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

## **46 Signing of Contract**

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

## **47 Performance Security**

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a

correspondent financial institution is not required.

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

#### **48 Publication of Procurement Contract**

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

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

#### **49 Adjudicator**

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

#### **50 Procurement Related Complaints and Administrative Review**

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 50.2 A request for administrative review shall be made in the form provided under contract forms.



## SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
<b>ITT 1.1</b>	<p>The reference number of the Request for Tenders (ITT) is : <b><i>MNP/ICT/MIS/001/2025-2026</i></b></p> <p>The Procuring Entity is: <b><i>THE MERU NATIONAL POLYTECHNIC</i></b></p> <p>The name of the ITT is: <b><i>TENDER FOR SUPPLY, INSTALLATION, TESTING, TRAINING, COMMISSIONING &amp; MAINTENEANCE OF AN INTEGRATED ENTERPRISE RESOURCE PLANNING SYSTEM</i></b></p> <p>The number and identification of lots (contracts) comprising this ITT is: <b>One</b></p>
<b>ITT 2.2</b>	The Intended Commencement date is <b>1<sup>ST</sup> August 2025</b>
<b>ITT 3.3</b>	Information that any unfair competitive advantage over competing firms is as follow: <b>N/A</b>
<b>ITT 3.4</b>	The firms that provided consulting services: <b>N/A</b>
<b>ITT 4.1</b>	Maximum number of members in the Joint Venture (JV) shall be: <b>N/A</b>
	<b>B. Contents of Tendering Document</b>
<b>ITT 8.2</b>	<p>i) The Tenderer will submit any request for clarifications in writing at the Address <a href="mailto:info@merunationalpolytechnic.ac.ke">info@merunationalpolytechnic.ac.ke</a> / <a href="mailto:po@merunationalpolytechnic.ac.ke">po@merunationalpolytechnic.ac.ke</a> to reach the Procuring Entity not later than <b>12<sup>th</sup> June 2025 at 5:00pm</b></p> <p>ii) The Procuring Entity shall publish its response at the website <a href="http://www.merunationalpolytechnic.ac.ke/index.php/tenders">http://www.merunationalpolytechnic.ac.ke/index.php/tenders</a></p>
<b>ITT 8.4</b>	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website: <b>N/A</b>
<b>ITT 9.1</b>	<p>i) The Tenderer will submit any request for clarifications in writing at the Address:</p> <p style="text-align: center;"><b>The Chief Principal</b>  <b>The Meru National Polytechnic</b>  <b>P.O. Box 111 – 60200 Meru.</b>  <b>Along Meru – Nanyuki Highway</b>  <b>Email: <a href="mailto:info@merunationalpolytechnic.ac.ke">info@merunationalpolytechnic.ac.ke</a>/</b>  <b><a href="mailto:po@merunatioanlpolytechnic.ac.ke">po@merunatioanlpolytechnic.ac.ke</a></b></p> <p>ii) to reach the Procuring Entity not later than <b>12<sup>th</sup> June 2025 at 5:00pm</b></p> <p>iii) The Procuring Entity shall publish its response at the website <a href="http://www.mnp.ac.ke/tenders">www.mnp.ac.ke/tenders</a></p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>C. Preparation of Tenders</b>
ITT 13.1 (i)	<p>The Tenderer shall submit the following additional documents in its Tender: <i>as listed in the evaluation criteria</i></p> <hr/> <p>Other documents required are:</p> <ul style="list-style-type: none"> <li>a) Original tender security (Value Kes. 400, 000.00) in the form of cash, a bank guarantee, a guarantee by an insurance company registered by IRA or a guarantee by a financial institution licensed by the Central Bank of Kenya valid for 210 days from the date of tender opening.</li> <li>b) Copy of valid of certificate of incorporation/Registration</li> <li>c) Copy of valid business permit/license</li> <li>d) Duly filled and stamped form of tender</li> <li>e) Bidder MUST provide ICT Authority. Tenderer Must Attach Copy of Certificates or accreditations from ICT Authority for: <ul style="list-style-type: none"> <li>• ICTA 1: Cloud Computing</li> <li>• ICTA 1: Systems and applications</li> <li>• ICTA 1: Information Security</li> <li>• ICTA 1: Data Center</li> <li>• ICTA 1: ICT Consultancy</li> <li>• ICTA 1: Electronic Records Management</li> </ul> </li> <li>f) Copy of Kenya Revenue Authority PIN Certificate</li> <li>g) Copy of current Valid Tax Compliance Certificate from KRA (Attach a copy of KRA TCC Checker)</li> <li>h) Duly filled, signed &amp; stamped Confidential Business questionnaire. This shall be signed by the Directors in CR12</li> <li>i) Copy of Company CR-12 certificate</li> <li>j) Attach Duly filled and signed Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015, as per the format provided in section IV</li> <li>k) Attach Duly filled and signed Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice as per the format provided in section IV</li> <li>l) Attach Duly filled and signed Certificate of Independent Tender Determination as per the format provided in section IV</li> <li>m) Attach Duly filled and signed declaration and commitment to the code of ethics form as per the format provided in section IV</li> <li>n) Written confirmation of authorization of the person signing the tender on behalf of the Tenderer. Attach a duly signed and stamped power of Attorney Commissioned by Commissioner for oaths or notarized by notary public</li> <li>o) Must submit Software Manufacturer's Authorization or Patent Rights Declaration (Letter of authorization by the software developer if different from bidder) or proof of system ownership</li> <li>p) Tenderers must provide certificates of registration as Data Processor and Data Controller from the office of the data protection commissioner (shall be verified online from the register of data processors)</li> <li>q) Copy of valid certification in quality management systems (ISO 9001:2015). Provide verification link from the certifying authority.</li> <li>r) Three years audited accounts 2022, 2023 and 2024.</li> </ul>
ITT 15.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.2	Alternative times for <i>shall not be</i> permitted.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: N/A
ITT 16.7	The prices quoted by the Tenderer shall <i>not</i> be subject to adjustment during the performance

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	of the Contract.
ITT 20.1	The Tender validity period shall be <b>210</b> days.
ITT 21.1	<p>A Tender Security “SHALL BE” required and shall be in any of the following forms at the Tenderer's option:</p> <ul style="list-style-type: none"> <li>i. cash;</li> <li>ii. a bank guarantee;</li> <li>iii. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or</li> <li>iv. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,</li> </ul> <p>The amount and currency of the Tender Security shall be Kenya Shillings Four hundred thousand (<b>Kes. 400,000.00</b>)</p>
ITT 21.3 (a)	The Contract price shall be adjusted by <b>0%</b> .
ITT 22.1	In addition to the original of the Tender, the number of copies is: <b>One (1)</b>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of Attorney (Commissioner of Oaths)</b>
<b>D. Submission and Opening of Tenders</b>	
ITT 24.1	<p>For <b><u>Tender submission purposes</u></b> only, the Procuring Entity’s address is: <i>clarifications]</i> Attention:</p> <p style="text-align: center;"> <b>The Chief Principal</b>  <b>The Meru National Polytechnic</b>  <b>P.O. Box 111 – 60200 Meru.</b>  <b>Along Meru – Nanyuki Highway</b>  <b>Email: <a href="mailto:info@merunationalpolytechnic.ac.ke/">info@merunationalpolytechnic.ac.ke/</a></b>  <b><a href="mailto:po@merunatioanlpolytechnic.ac.ke">po@merunatioanlpolytechnic.ac.ke</a></b> </p>
ITT 24.1	<p><b>The deadline for Tender submission is:</b></p> <p>Date: <b>19<sup>th</sup> June 2025</b></p> <p>Time: <b>10:00 a.m.</b></p> <p>Tenderers <b><i>shall not</i></b> have the option of submitting their Tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at: The Meru National Polytechnic</p> <p>Physical Address: <b>Along Meru – Nanyuki Highway</b></p> <p>Date: <b>19<sup>th</sup> June 2025</b></p> <p>Time: <b>10:00am</b></p>
ITT 27.1	The electronic Tender opening procedures shall be: <b>N/A</b>
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by <b>all</b> representatives of the Procuring Entity conducting Tender opening.
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 31.7	For comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the <b><i>highest</i></b> price of the item or component as quoted in other substantially

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 33.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>Kenya Shillings</b></p> <p>The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)</p> <p>The date for the exchange rate shall be: <b>the deadline date for Submission of the Tenders.</b></p>
ITT 34.1	Margin of preference allowed or not allowed: <b>NO</b>
ITT 34.2	<p>The invitation to tender is extended to the following group that qualify for Reservations: <b>N/A</b></p>
ITT 35.2 (d)	Additional evaluation factors shall be: <b>N/A</b>
ITT 35.4	Tenderers shall <b>not be allowed</b> to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	<b>F. Award of Contract</b>
ITT 49.1	The Adjudicator proposed by the Procuring Entity will be an adjudicator registered in Kenya within the Existing Laws of Kenya and the fees shall be as regulated by the Laws of Kenya.
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>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>For the attention: <b>Mutembei A. Kigige</b></p> <p>Title/position: <b>Chief Principal</b></p> <p>Procuring Entity: <b>Meru National Polytechnic</b></p> <p>Email address: <a href="mailto:info@merunationalpolytechnic.ac.ke">info@merunationalpolytechnic.ac.ke</a> / <a href="mailto:po@merunationalpolytechnic.ac.ke">po@merunationalpolytechnic.ac.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>(ii) the Procuring Entity's decision to award the contract.</p>

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

### **1. General Provision**

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

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

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

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

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “*Part2–Procuring Entity's Insurance Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

### **3. Technical Evaluation**

No.	Technical Evaluation Criteria	Marks
1	Project Experience Five (5) years in operation in the System development industry.	5 Marks
2	Project Experience Capacity: <ul style="list-style-type: none"><li>◆ At least 5 contract (s) of a similar nature executed within institutions of higher learning in Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime service provider, or joint venture member or sub-contractor each of minimum value Kenya shillings 15,000,000.00 equivalent.</li></ul>	30 Marks
3	Financial Capacity: Show proof of access to line of credit or other financial resources to meet cash flow requirements of Kes. 50,000,000.00 : <ul style="list-style-type: none"><li>◆ Provide line of credit from a reputable bank</li><li>◆ Provide Audited Accounts for the last 3 years (2022,2023 and 2024)</li></ul>	10 Marks

4	<p>Adequacy of the proposed methodology and work plan in responding to the terms of reference.</p> <ul style="list-style-type: none"> <li>◆ Detailed Methodology: proposed architecture with licensing plan, test plan, back up and business continuity plan, customization and integration strategy, data migration plan, skill transfer plan, post go-live support strategy</li> <li>◆ Detailed work plan-project organization chart</li> <li>◆ Detailed migration and Integration plan</li> <li>◆ Warranty and Support plan</li> <li>◆ Draft SLA plan detailing escalation matrix, support and communication structure</li> </ul>	25Marks
5	<p>Transfer of Knowledge and training program</p> <ul style="list-style-type: none"> <li>◆ Training of users</li> <li>◆ Training of technical staff with certification</li> <li>◆ Provide relevant training program</li> <li>◆ Training approach and methodology</li> <li>◆ Qualification of experts and trainers</li> </ul>	10 Marks
6	<p>Human Resource Capacity</p> <p><b>1. Project Manager.</b></p> <ul style="list-style-type: none"> <li>◆ At least a Bachelor Degree in Business Information System, Computer Science, Engineering, IT or related ICT degree</li> <li>◆ Certification in Project Management (PMI)</li> <li>◆ Professional Certifications in Information Systems Implementation.</li> <li>◆ Enterprise Resource Planning (ERP) System Consultant</li> <li>◆ Minimum of 5 Years specific work experience in ERP system installations. <b>(Documental evidenceto be attached of all copies of above documents)</b></li> </ul> <p><b>2. Software Engineer.</b></p> <ul style="list-style-type: none"> <li>◆ At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree</li> <li>◆ Professional Certification in system design and development (e.g MCTS, MCP etc).</li> <li>◆ Minimum of 5 Years specific work experience in ERP system installations. <b>(Documental evidenceto be attached of all copies of above documents)</b></li> </ul> <p><b>3. ERP Systems Expert.</b></p> <ul style="list-style-type: none"> <li>◆ At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree</li> <li>◆ Professional Certification in the ERP System (Certified by Manufacturer)</li> <li>◆ Minimum of 5 Years specific work experience in ERP system installations. <b>(Documental evidenceto be attached of all copies of above documents)</b></li> </ul> <p><b>4. Solution Implementer</b></p> <ul style="list-style-type: none"> <li>◆ At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree</li> <li>◆ Related certification in information system implementation (e.g. MCP, MCTS etc).</li> <li>◆ Minimum of 5 Years specific work experience in ERP system installations. <b>(Documental evidenceto be attached of all copies of above documents)</b></li> </ul> <p><b>5. Systems Developer</b></p> <ul style="list-style-type: none"> <li>◆ At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree</li> <li>◆ Professional Certification in systems development</li> <li>◆ Minimum of 3 Years specific work experience in ERP system installations <b>(Documental evidenceto be attached of all copies of above documents)</b></li> </ul>	20 Marks
	Total Score	100 Marks

**The Minimum Technical Score (TS) required to pass is: points [80]**

**NB:** After technical evaluation of the tenders, those tenders that shall not have attained a minimum Pass mark of 80 shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.

- 4 Tender Evaluation (ITT 35) Price evaluation:** in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply: **Other Criteria; N/A**

**5 Multiple Contracts (Not Applicable)**

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item: **N/A**

**6 Alternative Tenders (ITT14.1) (Not Applicable)**

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

**7 MARGIN OF PREFERENCE (Not Applicable)**

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

**8 Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,**

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings **50,000,000.00**
  - ii) Minimum average annual turnover of Kenya Shillings **50, 000,000.00**, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **3 years**.
  - iii) At least **5** of contract (s) of a similar nature executed within institutions of higher learning in Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime service provider, or joint venture member or sub-contractor each of minimum value Kenya shillings **15,000,000.00** equivalent.
  - iv) Other conditions depending on their seriousness.

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

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last **2 years**. The required information shall be furnished in the appropriate form.



**b) Pending Litigation**

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

**c) Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 2 **(two years)** . All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## SECTION IV - TENDERING FORMS

### 1 **FORM OF TENDER**

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

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

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

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

**Name**                      **and**                      **Identification:**.....[insert                      *identification*] **Alternative**

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

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

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

Option1,in case of one lot: Total price is:[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots:(a)Total price of each lot[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: [Specify in detail each discount offered.]
- ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

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

- iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

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

**Instruction to Tenderer**

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

**a) Tenderer's details**

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

**General and Specific Details**

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

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

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

Citizenship \_\_\_\_\_

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				



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

i) Private or public Company \_\_\_\_\_

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

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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



	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

**f) Certification**

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

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

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

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

\_\_\_\_\_  
(Date)

## ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

### iii) SELF-DECLARATION FORMS

#### FORM SD1

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

## FORM SD2

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

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

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

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

Bidder's Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

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

Witness

Name.....

Sign.....

Date.....

**iv) APPENDIX1-FRAUDANDCORRUPTION**

*(Appendix 1 shall not be modified)*

**1. Purpose**

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

**2. Requirements**

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
  - 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
  - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable;
  - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
- a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is:
  - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
  - c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:  
  
 "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
  - c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act 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.

<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 rendering, 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 thereof as relevant; interviewing staff and other relevant individuals; performing physical



*inspections and site visits; and obtaining third party verification of information.*

## 2. TENDERER INFORMATION FORM

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

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

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

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

1. Tenderer's Name: .....*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: .....*[insert actual or intended country of registration]*
4. Tenderer's year of registration: .....*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: .....*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information  
Name: .....*[insert Authorized Representative's name]*  
Address.....*[insert Authorized Representative's Address]*  
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*  
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*  
☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.  
☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.  
In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:  
i) Legal and financial autonomy  
ii) Operation under commercial law  
iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity  
☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## OTHER FORMS

### 3 TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

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

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

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

**Beneficiary:**\_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_

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

**TENDER GUARANTEE No.:**\_\_\_\_\_

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

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

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

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

## FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

**TENDER GUARANTEE No.:** \_\_\_\_\_

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

Sealed with the Common Seal of the said Guarantor this \_\_\_\_day of \_\_\_\_\_ 20 \_\_\_\_.

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

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

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

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Seal]

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

## TENDER-SECURING DECLARATION FORM

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

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

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

To:.....[insert complete name of

Purchaser] I/We, the undersigned, declare that:

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

Signed:.....

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

Name: .....

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

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

Seal or stamp

## QUALIFICATION FORMS

### 6 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

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



## 7. FORM EQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

## 8 FORM PER - 1

### Contractor's Representative and Key Personnel Schedule

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

### Contractor' Representative and Key Personnel

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

## 9. FORM PER-2:

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

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

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

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

## DECLARATION

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

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

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

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

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

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

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

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

Countersignature of authorized representative of the Tenderer:

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

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

## TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

### 10 FORM ELI -1.1

#### Tenderer Information

##### Form

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

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

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul>
2. Included are the organizational chart and a list of Board of Directors.

## 11. FORM ELI -1.2

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

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

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

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.</p> <p>2. Included are the organizational chart and a list of Board of Directors.</p>

## 12. FORM CON –2

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			



Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## Financial Situation and Performance

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

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

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

ITT                                      No.                                      and                                      title:

## Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITT 15 for the exchange rate

### 13. FORM FIN – 3.1:

#### Sources of Finance

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

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

#### Financial documents

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

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

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

<sup>1</sup>If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

### Average Annual Turnover

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

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

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

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

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

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

### 15. FORM FIN-3.3:

#### Financial Resources

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

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

**14. FORM EN-3.4:2:****Current Contract Commitments / Works in Progress**

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

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

## 17. **FORM EXP-4.1**

### **General Experience**

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

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

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

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

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

\_\_\_\_\_ pages

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

**18 FORM EXP -4.2(a)****Specific and Contract Management Experience**

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

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

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

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

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Kenya Shilling</b>			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. rate for key activities				
6. Other Characteristics				



## 19. FORMEXP-4.2(b)

### Experience in Key Activities

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

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

Tenderer's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>3</sup> (as per ITT35): \_\_\_\_\_

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

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				<b>Kenya Shilling</b>
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

<sup>3</sup>If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

2 Activity No. Two

3. ....

## SCHEDULE FORMS

PRICE SCHEDULE		
Indicate price per module		
	Modules	Estimated Costs
		(Kshs)
1.	Systems Manager – Core Framework ( includes Staff, students and Lecture evaluation portal (Online services), integration with legacy systems e.g. Library Management (Customization of Koha), Access rights management	
2.	Admissions and Registration	
3.	Academic and Examination Management	
4.	Students and Staff Portal	
5.	Finance Management	
6.	Asset Management	
7.	Human Resource Management	
8.	Procurement and Inventory Management	
9.	Project Management	
10.	Hostels and Accommodation Management	
11.	Health and Hospital Management	
12.	Administration Management	
13.	Catering (PAYE) Management	
14.	Estates Management	
15.	Library Management	
16.	Transport/Fleet Management	
17.	Intergration to Banks and Mobile platforms	
18.	Corporate Affairs	
19.	Internal Quality Assurance (IQA)	
20.	SMS module	
21.	Document management	
22.	Cost of Software licenses for Server Operating systems Server, and Database system	
23.	Data Conversion and Migration to new System	
24.	Training costs	
25.	Other Costs (e.g. miscellaneous )	
<b>Total Costs in Kenya Shillings for Supply, Delivery, Installation, Implementation, and Commissioning including one year free technical support after completion of project (Inclusive of taxes, levies &amp; duties)</b>		

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

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

## **WORK SCHEDULES AND SPECIFICATIONS**

# 1. The Specifications and Priced Activity Schedules

Date: _____, ITT No: _____, Alternative No: _____ Page N° _____ of _____						
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
[insert number of the Service Line]	[insert name of Services]		[insert delivery date at place of final destination per Service]	[insert number of units]	[insert unit price per unit]	[insert total price per unit]
Service Line No 1	Clearing and forwarding services of farm equipment from Mombasa Port to Headquarters of various Counties. The assignment involves clearing the items from the port, storing and transporting them to the Counties	100 tractors, 47 Combine Harvesters and 47,000 wheelbarrows.	To reach each County by June 30, 2018.	(i) 100 tractors at least 2 to each county. (ii) 47 Combine Harvesters; ditto (iii) 47,000 wheelbarrows; 10 to each County.		
No 2						
No 3						
Service Package No 1	(a) Service Line 1					
	(b) Service Line 2					
	(c) Service Line 3					
					Total Tender Price	

Name of Tenderer [insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]

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



## **2. Method Statement**

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment in puts].

### **3. Work Plan**

[Procuring Entity shall provide main features of the work plan that the Tenderer should provide in the tender for carrying out the contract, from beginning to the end].



#### **4. Other Time Schedule**

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

## 1 NOTIFICATION OF INTENTION TO AWARD

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

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

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

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

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

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

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

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

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

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

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

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

### D). The successful Tenderer

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

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

<b>Name of Tenderer</b>	<b>Tender price</b>	<b>Evaluated Tender price (if applicable)</b>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

### iii). How to request a debriefing

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

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

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

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

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

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

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

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

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

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

### iv. How to make a complaint

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

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

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

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

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

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

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke))

**v). Standstill Period**

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

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

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

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

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

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

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

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

## 2 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

*[Form head paper of the Procuring Entity]*

.....*[date]*

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

This is to notify you that your Tender dated*[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

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

Please return the attached Contract dully signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

## 4 FORM OF CONTRACT

*[Form head paper of the Procuring*

*Entity]* **LUMP SUM**

### REMUNERATION

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors

Appendix D: Breakdown of Contract

Price

Appendix E: Services and Facilities Provided by the Procuring Entity

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

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]*

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

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

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

.....[name of member]

.....[Authorized Representative]

..... [name of member]

.....[Authorized Representative]



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

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

*head or SWIFT identifier code]*

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

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

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

*alternative] Date:* .....*[Insert date of issue]*

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

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

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

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

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

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

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

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

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

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

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

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

*in this Tender Bond Form in accordance with the instructions indicated.]* BOND NO. \_\_\_\_

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

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

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

- c) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers (“ITT”) of the Procuring Entity's tendering document.

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

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

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

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

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

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

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

(Printed name and title)

(Printed name and title)

## 6 FORM OF TENDER-SECURING DECLARATION

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

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

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

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

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

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

Declaration.

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

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

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

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

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

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

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

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

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

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

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

**PART II – PROCURING ENTITY'S  
REQUIREMENTS**  
*(See Annex 1 – end of document)*

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

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### A. General

#### Provisions Definitions

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

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.

w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

## **1.2 Applicable Law**

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

## **1.3 Language**

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

## **1.4 Notices**

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

## **1.5 Location**

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

## **1.6 Authorized Representatives**

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

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

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

## **1.8 Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

## **2.1 Effectiveness of Contract**

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

## **2.2 Commencement of Services**

### **2.2.1 Program**

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

## **2.2.2 Starting Date**

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

## **2.3 Intended Completion Date**

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

## **2.4 Modification**

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

### **2.4.1 Value Engineering**

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

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

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

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

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

## **2.5 Force Majeure**

### **2.5.1 Definition**

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

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

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



### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

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

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

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

### **2.6.2 By the Service Provider**

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

(b) of this Sub-Clause 2.6.2:

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

### **2.6.3 Payment up on Termination**

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

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

## **3 Obligations of the Service Provider**

### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and

employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

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

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

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

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

#### **3.2.3 Prohibition of Conflicting Activities**

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

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

### **3.3 Confidentiality**

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

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

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

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

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

### **3.6 Reporting Obligations**

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

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

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### **3.8 Liquidated Damages**

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

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

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

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

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

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

### **3.9 Performance Security**

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

### **3.10 Fraud and Corruption**

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

### **3.11 Sustainable Procurement**

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

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

### **4.1 Description of Personnel**

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

### **4.2 Removal and/or Replacement of Personnel**

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

## **5 Obligations of the Procuring Entity**

### **5.1 Assistance and Exemptions**

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

### **5.2 Change in the Applicable Law**

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

### **5.3 Services and Facilities**

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

## **6 Payments to the Service Provider**

### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

### **6.2 Contract Price**

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

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

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

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

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

## 6.4 Terms and Conditions of Payment

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

## 6.5 Interest on Delayed Payments

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

## 6.6 Price Adjustment

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

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

Where:

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

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

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

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

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

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

## 6.7 Day works

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



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

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

## **7 Quality Control**

### **7.1 Identifying Defects**

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

#### **Correction of Defects, and Lack of Performance Penalty**

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## **8 Settlement of Disputes**

### **8.1 Contractor's Claims**

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.

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

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

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

8.1.5.1 This fully detailed claim shall be considered as interim;

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

- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

## **8.2 Matters that may be referred to arbitration**

- 8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:
  - a) The appointment of a replacement Project Manager upon the said person ceasing to act.
  - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
  - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
  - e) Any dispute arising in respect of war risks or war damage.
  - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

## **8.3 Amicable Settlement**

- 8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

## **8.4 Arbitration**

- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

- 8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

## **8.5 Arbitration with proceedings**

- 8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- a) Law Society of Kenya or
  - b) Chartered Institute of Arbitrators (Kenya Branch)
- 8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.5.3 The arbitration maybe on the performance of this provider
- 8.5.4 on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 8.5.5 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 8.5.6 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 8.5.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 8.5.9 The award of such Arbitrator shall be final and binding upon the parties.

## **8.6 Failure to Comply with Arbitrator's Decision**

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

## **9.1 The Adjudicator**

- 9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the



Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

- 9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

## B. SPECIAL CONDITIONS OF CONTRACT

### SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <b>to be appointed as per the laws of Kenya</b>
1.1(v)	Project Manager is <b>ICT Manager, Meru National Polytechnic</b>
1.1(d)	The contract name is <b>Tender for Supply, Installation, Testing, Training, Commissioning &amp; Maintenance of An Integrated Enterprise Resource Planning System</b>
1.1(g)	The Procuring Entity is <b>The Meru National Polytechnic</b>
1.1(l)	The Member in Charge is <b>ICT Manager, Meru National Polytechnic</b>
1.1(o)	The Service Provider is _____ <i>TBA</i> _____
1.4	<p>The addresses are:</p> <p>Procuring Entity:</p> <p style="text-align: center;"><b>The Chief Principal</b>  <b>The Meru National Polytechnic</b>  <b>P.O. Box 111 – 60200 Meru.</b>  <b>Along Meru – Nanyuki Highway</b>  <b>Email: <a href="mailto:info@merunationalpolytechnic.ac.ke/">info@merunationalpolytechnic.ac.ke/</a></b>  <b><a href="mailto:po@merunatioanlpolytechnic.ac.ke">po@merunatioanlpolytechnic.ac.ke</a></b></p> <p>Service Provider: <i>TBA</i> _____</p> <p>Attention: _____</p> <p>Email address _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: <b>ICT Manager, Meru National Polytechnic</b> For the Service Provider: _____ <i>TBA</i> _____</p>
2.1	The date on which this Contract shall come into effect is <b>August 2025</b> .
2.2.2	The Starting Date for the commencement of Services is <b>1<sup>st</sup> August 2025</b> .
2.3	The Intended Completion Date: <b>within 90 days of contract signing/ commissioning</b>
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be <b>0%</b> of the reduction in the Contract Price.
3.5(d)	<p>The other actions are:</p> <ul style="list-style-type: none"> <li>a) Entering into a subcontract for the performance of any part of the Services,</li> <li>b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),</li> <li>c) changing the Program of activities</li> </ul>
3.7	Restrictions on the use of documents prepared by the Service Provider are: <b>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity</b>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.8.1	The liquidated damages rate is <b>Kes. 10,000</b> per day The maximum amount of liquidated damages for the whole contract is <b>10%</b> percent of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is <b>10%</b> .
5.1	The assistance and exemptions provided to the Service Provider are: <b>N/A</b>
6.2(a)	The amount in Kenya Shillings as <b>per the contract sum</b> .
6.3.2	The performance incentive paid to the Service Provider shall be: <b>N/A</b>
6.4	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: <b>0%</b> percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators:</li> </ul>
6.5	Payment shall be made within <b>30 days</b> of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <b>30 days</b> in the case of the final payment. The interest rate is <b>5%</b> of the invoice amount for the period in question.
6.6.1	Price adjustment is <b>0%</b> in accordance with Sub-Clause 6.6. The coefficients for adjustment of prices are <b>N/A</b>
9.1	The designated Appointing Authority for a new Adjudicator is <b>to be agreed by both parties</b>
9.2	The Adjudicator is <b>to be appointed</b> . Who will be paid a rate of <b>as per the laws of Kenya</b> per hour of work? The following reimbursable expenses are recognized: <b>N/A</b>

## FORMS

### SECTION VIII -CONTRACT FORMS

#### FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: \_\_\_\_\_ *[insert name and Address of Procuring Entity]*

Date: \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

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

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_(),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee." \_\_\_\_\_

\_\_\_\_\_  
*[Name of Authorized Official, signature(s) and seals/stamps]*

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

<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. 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 Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

*[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Procuring Entity]* **Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE BOND No.:** \_\_\_\_\_

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

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (herein after called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (herein after called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - 1) Complete the Contract in accordance with its terms and conditions; or
  - 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
  - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf  
of by \_\_\_\_\_ in the capacity  
of In the presence of

SIGNED ON \_\_\_\_\_ on behalf  
of By \_\_\_\_\_ in the capacity  
of In the presence of

### FORM NO. 3 - ADVANCE PAYMENT SECURITY[Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_[Insert name and Address of Procuring Entity]

**Date:** \_\_\_\_\_[Insert date of issue]

**ADVANCE PAYMENTGUARANTEE No.:** \_\_\_\_\_[Insert guarantee reference

number] **Guarantor:**[Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that \_\_\_\_\_(hereinafter called “the Applicant”) has entered into Contract No. \_\_\_\_\_dated \_\_\_\_\_with the Beneficiary, for the execution of \_\_\_\_\_(herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_() is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_()'<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_at
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90)percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary' s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....  
[Name of Authorized Official, signature(s) and seals/stamps]

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

<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 of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following ext. 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 Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

## FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender Reference No.: \_\_\_\_\_ [insert identification

no] Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the

assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

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

I) We here by provide the following beneficial ownership information.

#### Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares  Indirectly---- ----- % of shares	Directly..... .....% of voting rights  Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes -----No-- --  2. Is this influence or control exercised directly or indirectly?  Direct.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					



Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Occupation or profession					.....  Indirect..... ...
2.	Full Name		Directly----- ----- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----
	National identity card number or Passport number				2. Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights	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..... .....
	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

# **ANNEX 1 – PROCURING ENTITY’S REQUIRTEMENTS**

## SECTION V - REQUIREMENTS OF THE INFORMATION SYSTEM (INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

### SPECIFICATIONS OF THE SYSTEM AND REQUIREMENTS

#### 1. Background and Informational Materials

##### A. BACKGROUND

###### 1 The Procuring Entity

The Meru National Polytechnic (MNP) is a leading Technical and Vocational Education and Training (TVET) institution located in Meru County, Kenya. Situated along the Meru-Nanyuki highway, approximately 3 km from Meru Town and less than 1 km from Makutano Centre, MNP has been operational since 1956. It was upgraded from Meru Technical Training Institute to a national polytechnic in 2016.

The Meru National Polytechnic is in the process of implementing an ERP system from scratch to aid in the management of its internal processes and management. The new system should go beyond record keeping to deliver advanced reporting and analytics, enhanced performance management, automating operations and deliver a feature-rich HR self-service portal for staff.

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

The Meru National Polytechnic (MNP) wishes to invite tenders from qualified, competent, experienced and committed firms to **Supply, Install, Configure, Train, Commission and Support of the latest version of Enterprise Resource Planning (ERP) System**. The implementation **Must** consist of the latest enhanced features provided by Enterprise Resource Planning (ERP) System in their software module specifications and requirements.

#### 2.1 The Objectives

The following are the specific objectives and include: -

- Review of ALL the processes, workflows and any other workflow which departments, divisions shall suggest during the implementation.
- Review the design and implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the MNP's operations/processes.
- Centralize implementation to enforce necessary controls and facilitate integrated end to end solution, accurate and timely reporting. Implement dashboard capabilities to facilitate online status reporting and informed strategic management decisions.
- Integrate with other systems e.g. Mobile Money Transfer, Banks (especially the one the Authority routinely works with), and any other system that shall be found necessary for MNP operations.
- Improve organizational productivity through the reduction of time spent on managing documents among others.
- Improve organizational productivity through the reduction of time spent on managing documents.
- Integrate and allow Audit analytics, e-document management systems, e-board systems, big data and analytics.
- Ensure successful implementation of system changes and required enhancements
- Ensure availability of existing processing capabilities and timely response to business requests on system support.
- Maintain Business Ready Enhancement Plan (BREP) for the ERP system as required in liaison with MNP ICT Team.
- Systems support/maintenance services shall include, but not limited to: Systems/applications enhancement to meet new business requirements and processes
- Continual code improvement of the applications

## The Scope of Work, Deliverables and Acceptance Process

### 2.2.1 The Scope

The scope of work includes the end to end configuration and delivery of the ERP solution that consists of all the modules described in well-articulated steps and deliverables identified in this document. In order for the MNP to get maximum benefit from implementing this system, the successful bidder will be expected to: -

- The supply, install, configure, test, train, commission and support an integrated resource planning system (ERP) with a web interface, database, and functional modules (front end and back end)
- Setup of data validation, data analysis, data extraction, system backup and procedures
- Setup necessary ICT security measures for the ERP System
- Perform any required configurations and support for the systems both at the Production and Disaster Recovery Site environments/instances as needed.
- Perform disaster recover simulations through configuration of the systems/applications and databases at the DR site in collaboration with ICT personnel.
- Provide support in configuration setups for fail over and testing purposes at identified sites/servers
- With the help of ICT team conduct penetration tests on the systems to assess of any vulnerabilities
- Installation, configuration, test and setup of the appropriate software, licenses and kits.
- Supply, install, configure, test and commission of ERP System requirements for scalability
- Integration with existing systems and use of big data and data mining tools to get data from the various systems to validate and give insights
- Migration of relevant data from existing systems.
- Propose and implement a comprehensive training program for all users as agreed with the Authority. (e.g. common users, specialized ICT technical Staff, etc.)
- Train and educate users on all ERP System Modules installed and ensuring they are informed on the modified system components.
- Provision of warranty of twelve (12) months after successful commissioning (go-live) of the system.
- Preparation and timely submission of project reports.
- The bidder will be expected to include business intelligence and reporting module and the features of this module are to be spelt out in the technical documentation
- The system should allow for data capture from source and allow upload of relevant documentation.
- Patching and upgrading of the application systems, their associated databases and portals
- Any additional configurations or modifications to the existing customized modules or reports.
- Handle any new requests from MNP for development of forms, reports, databases, System enhancements, testing and deployment to both the Production and DR environments/instances.
- Configuration and modifications/ enhancements of the various systems integrations and associated interfaces.
- Prompt 24/7/365 system service support for all support service requests by MNP through the ICT team including documented problem reports/solution given from initiation to closure with status tracked to the closure of the request after resolve.
- Unlimited number of technical support cases to restore solution functionality and for general questions related to configuration and operation of the systems
- Provide documentation on all activities, updates, changes and upgrades done on the systems and the associated portals.
- Provide prompt onsite response to requests and optimize downtime of faulty or malfunctioning systems.
- Personnel responding to support, maintenance or emergency requests should be sufficiently competent to resolve the problem or at least identify or isolate the problem.
- Provide technical advice and detailed documentation on issues/request/problems, resolutions and timelines for all requests
- Support installation of patches and upgrades on applications and databases as need arises.
- Perform system enhancements, testing and deploying to the test instance before roll out to the live instance
- Support enhancements of various integrations and interfaces including mobile applications
- Perform remote problem diagnostics, troubleshooting and repair via telephone, the web and/or remote access and in case the issue persists unresolved, provide onsite response within 3 hours.
- Provide a reporting and tracking solution such that each issue reported has a ticket that can be tracked and updated through closure.
- Provide unlimited technical support to restore systems and solutions functionality including clarification of questions related to configurations and operations
- Provide documentation on all activities, updates, changes and upgrades done on the systems
- Ensure successful implementation of system changes and required enhancements
- Perform optimization of application performance and database configurations Provide Quarterly proof of knowledge transfer and documentation
- Provide quarterly reports – reports should have key issues logged, status resolutions and action plan to resolve the outstanding issues

## B. INFORMATIONAL MATERIALS

## C. INFORMATIONAL MATERIALS

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

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

- a. The Data Protection Act 2017
- b. Computer Misuse and Cyber-Crime Act 2003
- c. The Information and Communication Technologies Act, CHAPTER 411A
- d. The Electronic Transaction Act 2000 (as amended)
- f. Copyright Act 2014

### 4 Problem Statement

Supply of ERP System, Installation and commissioning of ERP System Effective service delivery is an important objective for all government institutions. As noted, MNP was established with the aim of enhancing service delivery to the public and address its roles and its responsibilities.

Having an integrated ERP system will therefore enable the Authority to deliver services in an efficient and timely manner to all relevant stakeholders and the public. In this regard, and with the view of running automated systems, MNP needs to create a harmonized platform for the agreed processes and procedures. The vendor will be required to configure, setup, implement, customize, and develop modules for the MNP ERP System.

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

The Service Provider to give an overview of the proposed and existing training facilities that would be available to support the implementation of the Information System.

## 6 Project Implementation Stages and Deliverables

### 6.1.1 Project Implementation Process

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

**6.1.1.1 Stage 1:** Project planning and conceptual solution definition: conducting feasibility, understanding the requirements and developing the Project plan.

**6.1.1.2 Stage 2:** Detailed analysis and design of the solution: Create user requirements blueprint and design the web-based platform prototype based on the blueprint.

**6.1.1.3 Stage 3:** Development/customization and configuration of the platform incorporating the user comments including testing of each module.

**6.1.1.4 Stage 4:** Preparation of the required hardware provided by MNP to ensure smooth implementation of the proposed platform.

**6.1.1.5 Stage 5:** System installation, implementation, integration with other relevant systems and end to end system testing.

**6.1.1.6 Stage 6:** Provision of training to all the relevant groups in the MNP (users, Technical, administrators, super users and other stakeholders).

**6.1.1.7 Stage 7:** Go live (System Commissioning), Hand over, and Provision of Maintenance and Support during and after completion of Stages 1 - 4 for 24 months (with potential to extend on an annual basis subject to satisfaction on performance by the procuring entity).

All documentation to be delivered as part of this Contract must be in English and in soft copy (pdf) and hard copy.

## 6.2 Acceptance Process as Per the Deliverables in Each Stage

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

Stages	Description	Project Deliverables	PROOF
Stage 1	<b>Project planning and conceptual solution definition:</b> Understanding the requirements and developing the Project plan.	Requirements Document and System Design Document	Inception Report
		Full detailed project plan including work plan & Gantt chart	
Stage 2	<b>Detailed analysis and design of the solution:</b> Create user requirements blueprint and design the web-based platform prototype based on the blueprint.	Refined user requirements blueprint and the enterprise integration platform architectural design.	Certificate of Acceptance and Sign Off for Technical Architecture Document, Final Business requirements Doc and prototype system
		Web-based Integration platform Prototype based on the blueprint.	
Stage 3	<b>Development/customization and configuration</b> of the platform incorporating the user comments including testing of each module	Development/customization and configured integration platform	Certificate of Acceptance and Sign Off for the tested system report
		Test reports for each functionality	
Stage 4	<b>Preparation of the required hardware</b> provided by the Agency to ensure smooth implementation of the proposed platform	Hardware configuration ready for installation of the proposed platform.	UAT Certificate
Stage 5	<b>System installation, implementation, integration</b> with other relevant systems and end to end system testing	Integrated System installation and implementation with other relevant systems, including.	Certificate of Acceptance and Sign Off for testing report and end to end functional testing report.
		End to End system testing reports	
		Test report for the integrated system (end to end)	
		User Acceptance Test Cases/Scripts and UAT Plan	
		Approved UAT Report	
Stage 6	Provision of training to all the relevant groups in the Agency (users, Technical, administrators, super users and other stakeholders).	Approved Training Plan	Certificate of Acceptance and Sign Off for training documents
		Provision of training to all the relevant groups in the Agency (users, technical, administrators, super users and other stakeholders).	
		User and Training Manuals for the System	
		Operational Manuals for all Hardware and Software	
		User Manuals and Training Manuals for the System	
Stage 7	Go live, Hand over, and Provision of Maintenance and Support during and after completion of Stages 1-4 for 12 months. Subsequently, maintenance and support will be renewed on an annual basis subject to satisfactory performance as per the SLA	Handover plan	Certificate of Acceptance and Sign Off for handover and maintenance documents
		Maintenance and Support plan for 12 months warranty period. This will be renewed annually subject on satisfactory performance.	

### **6.3 Governance Responsibility**

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

- (i) **Representatives from MNP who form the following committees/groups**
  - Steering Committee
  - Project Manager;
  - Technical Committee
  - Business Processes Committee - Functional staff involved in the various

Phases of the workflow;

- (ii) **Technical Experts**

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



## Functional, Architectural and Performance Requirements

- i) **Legal and Regulatory Requirements to be met by the Information System**
- ii) **Business Function Requirements to be met by the Information System**  
The Information System MUST support the following business functions. Bidders are required to provide a system brochure that put out the functionalities that have been outlined in this tender document.

### **Technical and Functional Requirements:**

The Technical and Functional requirements for the ERP System are structured into Functions as follows:

No.	Description/Module
1.	Technical Specifications of the proposed enterprise resource planning (ERP) system
2.	Admissions and Registration Management
3.	Academic and Examination Management
4.	Students and Staff Portal Management
5.	Finance Management
6.	Asset Management
7.	Human Resource Management
8.	Procurement and Inventory Management
9.	Project Management
10.	Hostels & Accommodation Management
11.	Health and Hospital Management
12.	Administration Management
13.	Catering (PAYE) Management
14.	Estates Management
15.	Library Management
16.	Transport/Fleet Management
17.	Integration to Platforms/Mobile platforms/E-Citizen Platform
18.	Corporate Affairs
19.	Internal Quality Assurance (IQA)
20.	SMS Module

## **APPENDIX 1 - TECHNICAL SPECIFICATIONS OF THE PROPOSED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

### **INTRODUCTION**

The Meru National Polytechnic wishes to procure an Enterprise Resource Planning (ERP) system that will help to automate the business processes by employing an integrated user interface. Detailed specifications of the various modules are as described below.

### **GENERAL SPECIFICATIONS**

In general, the ERP software should be customizable, efficient, user-friendly and cost effective. The system should be able to meet the following expectation:-

#### **1.1.1 A Multi-Company System**

The system must be able to process and maintain accounts and records for several autonomous and inter-linked units of the Institution.

#### **1.1.2 An On-line and Multi User System**

The system must be able to support 1,000 or more system clients/users located in different geographical areas. These clients should maintain autonomy to allow distributed processing. To achieve this, the Institution expects an on-line multi-user system that also provides for remote data capture, validation and updates to the central system. The users will simultaneously use the system efficiently and without unnecessary queues in the system.

#### **1.1.3 Workflow Management**

The system must support document workflow. This involves ability to conform to Institution accounting policies, processes and procedures.

#### **1.1.4 Importing/Exporting Data**

The system should be able to export and import data to and from other applications.

#### **1.1.5 Access Points**

We envisage that the Institution shall have a centralized site where the database will reside. All end users must be able to access that system from any point within the Institution and outside.

#### **1.1.6 Data Migration**

The software should provide for the migration of data. The Consultant will be required to migrate data from the current running systems.

#### **1.1.7 Operating Platforms**

The system must run on platforms that are compatible with the existing operating systems and database management platforms.

#### **1.1.8 Web enabled or Hybrid based (both server-based and web-based)**

The software should be a fully centralized web-based or hybrid solution.

### **1.1.9 Backup and Recovery**

The system should provide facility for automatic and manual backups that are encrypted for security purposes. The encryption and decryption keys should be made available to the authorized personnel for safekeeping. Recovery procedures from backups should be seamless and possible within reasonable time.

### **1.1.10 Integration**

The system should seamlessly integrate with the current software systems, already in use in the Institution. It should be able to transparently pick requisite data from the Library Management systems and Financial Management system if needed.

### **1.1.11 Security and Administration**

The system should apply access, update and inquiry security controls. It should also provide a structured user rights environment. All transactions and communication by the system from the client to the server should be encrypted to prevent information taping.

### **1.1.12 Availability and reliability**

The system should be reliable and available. Possibility of a failover system should be considered to minimize single point of failure. The system should also perform adequate load balancing to maintain priorities.

## **1.2 MODULAR SPECIFICATION**

1. Technical Specifications of the proposed enterprise resource planning (ERP) system
2. Admissions and Registration Management
3. Academic and Examination Management
4. Students and Staff Portal Management
5. Finance Management
6. Asset Management
7. Human Resource Management
8. Procurement and Inventory Management
9. Project Management
10. Hostels & Accommodation Management
11. Health and Hospital Management
12. Administration Management
13. Catering (PAYE) Management
14. Estates Management
15. Library Management
16. Transport/Fleet Management
17. Integration to Bank Platforms/Mobile platforms/E-Citizen Platform
18. Corporate Affairs
19. Internal Quality Assurance (IQA)
20. SMS Module

## **1.3 OTHER SOFTWARE SPECIFICATIONS**

Further from the general and modular specifications of the system, the vendor should also cater for:

### **1.3.1 Training**

A comprehensive training of all levels of users of the system on the area of use is expected. Technical support training of the ICT support personnel to facilitate low and medium level support that does not involve changing of original system specifications. Trainings will be unlimited. They can be either face-to-face or virtual trainings.

### **1.3.2 Implementation schedule**

A comprehensive implementation schedule outlining all major and minor activities within the whole implementation process clearly indicating timelines of each.

### **1.3.3 Acceptance test**

The system should undergo a user acceptance tests before commissioning and a documentation of the same maintained for reference purposes.

### **1.3.4 System documentation**

A fully detailed system technical documentation and user manuals based on modules should be provided for reference purposes.

### **1.3.5 Licensing**

All licensing agreements of the ERP and any underlying/supporting software licenses should be clearly stated with renewal durations and charges (if any) for planning purposes.

## **APPENDIX 2 - ADMISSION MODULE**

### **2.1 APPLICATION SUB MODULE**

This module is intended to enable the application process for potential students, guiding them through each step until they receive their admission letter via the application web portal. The module should be designed with the following capabilities:

- 1 Ability to allow potential students to apply for a course online and provide them with the ability to track the progress of their application through the web portal as outlined below;
  - a) Verification by Admissions
  - b) Recommendation of Head of Department
  - c) Recommendation by the Registrar Academic Affairs
  - d) Approval by Registrar Academic Affairs
  - e) Download Admission Letter & Joining Instruction
2. Ability to display all the programs available along with their specific requirements.
3. Ability to allow applicants to choose programmes/courses on offer. Additionally, the system should allow applicants to input the required grades for each program.
4. Ability to give feedback on whether the applicant qualifies for the selected program based on the entered grades.
5. Allow applicants to create an applicant profile account, capturing the following biographical data:
  - a) Personal details
  - b) Academic qualifications
  - c) Professional qualifications (if applicable)
  - d) Employment details
  - e) Academic referees
6. The system should allow applicants to upload necessary documents and attachments while creating their profiles, as specified by the requirements of the chosen program:
  - a) Upload KCSE certificate/result slip and National ID/passport or Birth certificate and/or any relevant documents required by the institution.
7. Upon a successful application, the system should;
  - a) generate a unique reference number for the applicant and
  - b) prompt an applicant to make the necessary payment for the application either by uploading a bank slip of paid in amount or make the payment via online transaction i.e the system should be able to integrate to any online gateway.
8. Upon successful admission, an applicant should receive a prompt via email and SMS notifying them that their admission letter is ready for downloading through the web portal.

9. Reports to be generated at this point would be;
  - a) Report of applicants by programme/course
  - b) Report of pending applications at any one point

## **2.2 ADMISSION PROCESSING SUB MODULE**

### **2.2.1 Processing of admission letters for Direct applicants (Self Sponsored Students)**

1. Upon receipt of duly filled in online application form, the Admissions Officer should be granted the authority to check and verify all the provided details, including attachments.
2. If the submitted details are found to be insufficient, the system should include a provision to provide feedback to applicants regarding the missing information.
3. After the submitted information is verified, the system should allow the Admissions Officer to submit the application for the next step.
4. Subsequently, the application should be forwarded to the respective Head of Department (HoD) who will review the submitted documents and make a recommendation – either "recommended" or "not recommended" – with a space for remarks.
5. The application will then be passed on to the respective Registrar of the School, who will also review the submitted documents and provide a recommendation along with remarks – "recommended" or "not recommended".
6. Upon receipt of recommendations from the HoD and Registrar Academic Affairs,
  - a) The system should assign admission number as per admission number guidelines and generate an admission letter using the specified template.
  - b) Subsequently, the system should compile the received applications into an application summary.

#### **To Note:**

- a) The system should trigger an email notification to the HoD or Registrar Academic Affairs when a recommendation is needed. The system should include a time limit, and if it is about to be exceeded, a reminder email should be sent to the concerned officer to take necessary action.
- b) The system should allow monitoring of the progress of each application as it advances through the various stages.

### **2.2.2 Processing of admission letters for KUCCPS placed students (Government sponsored)**

1. For KUCCPS placed students, the system should support the importation of data from other software such as Excel and enable the generation of admission numbers, admission letters and account creation.
2. Before the applicant is allowed access to their admission letter, they should be prompted to provide bio-data

#### **To Note:**

Following a successful admission, the application portal/account should be automatically converted into student portal account for the applicant's use throughout their time as student at **MNP**.

## **2.3 REGISTRATION SUB MODULE**

1. The system should have the ability to define the following parameters:
  - a) Academic Year/terms/sessions/terms
  - b) Programme
  - c) Year of Study
  - d) Mode of Study
  - e) Duration of the Programme

- f) Payable Fees
- g) Course Codes

1. The system must be capable of managing multiple cohorts concurrently, each with distinct term dates.
2. Upon registration of students, the system should enable the Admissions Officer to activate a student after validating their original documents. Only after this step can any subsequent actions be carried out. The student's status will transition to "enrolled." During this stage, the system should support biometric registration.
3. Once a student has been activated, the system should have the ability to register the student through all steps.
4. The system should enable the signing of the nominal roll. At this point, the student's status will change to *registered*.
5. Subsequent registrations will be conducted through self-activation by the students themselves via student portal.
6. Reports to be generated at this point would be;
  - a) Admitted (Per Campus, Department, Programme of study, Academic Year, Term/Session)
  - b) Enrolled (Per Campus, Department, Programme of study, Gender, Age, County, Academic Year, Term/Session, Disability, Orphaned)
7. Registered (Per Campus, Department, Programme of study, Gender, Age, County, Academic Year, Term/Session, Disability, Orphaned, )

## 2.4 DOCUMENT MANAGEMENT SYSTEM

The system should have the ability to;

1. Create new student files on admission of students
2. Have a folioing system to enhance retrievability of documents
3. Update all correspondence between the student and the Institution
4. Store, track and manage students' records electronically.

## 2.5 PROCESSING OF STUDENTS REQUESTS

1. The student portal should allow the students make the following student request;
  - a) Deferment of studies
  - b) Call off of studies
  - c) Application for registration of supplementary examinations/retake of unit (s)
  - d) Application for tuition fee waiver
  - e) Resumption of studies
  - f) Withdrawal from the Institution
  - g) Clearance from the Institution
2. The system should allow for processing of the students requests stated in serial 1 above. In addition, the system should be able to ***generate reports on the same.***
3. The system should have the ability to define various approval stages during the processing of student requests. i.e workflows will be provided
4. The system should have the ability to give feedback to student after the approval has been granted.
5. A copy of the student response should be stored in the ***Document Management System***
6. Ability of the system to update student status (active, completed, attachment, e.t.c) and generate report as indicated below.

## **APPENDIX 3: HEALTH AND HOSPITAL MODULE**

Health Module should have the ability to take care of all the requirements of medical records and provide an easy and effective storage of information related to staff and students within the Institution and manage the hospital records including the pharmacy. The module should have the following specifications:

### **3.0 General Specifications:**

1. Ability to store Personal Details of patients
2. Ability to keep Medical History of patients.
3. Ability to capture examination results
4. Ability to record patient's vital signs
5. Ability to make lab requests online
6. Ability to capture results of laboratory tests
7. Ability to capture Doctor's diagnosis and treatment details
8. Ability to track medical supplies (Pharmacy)
9. Ability to monitor stock levels
10. Ability to track patient location
11. Ability to track follow-up visits
12. Ability to track all written correspondences regarding the patient
13. Ability to track referral cases
14. Ability to integrate with the relevant modules of the ERP in place i.e. Finance Module, HR Module, Admissions Module
15. Ability to store an image ID of patients.
16. Ability to pull up all of the past encounters for a patient during a new visit.
17. Ability to prepare requisition for laboratory test and x- rays.
18. Ability to readily check the availability of medicines and non- pharmaceuticals
19. Automatic daily billing based on the configured charges accorded to the patient

### **3.1 Outpatient Management Sub-Module: (Reports required)**

1. Individual patient summary report.
2. Daily patients register / listing.
3. Clinics and appointments report

### **3.2 Pharmacy Management Sub-Module:**

#### **Pharmacy Requirement System - Functional Requirements**

##### **1. Prescription Management**

- a) The system should allow clinicians to create and manage patient prescriptions within the system.
- b) Prescriptions should be linked to specific patients and include details such as prescribed medicines, dosages, and instructions.
- c) Pharmacists should be able to view and validate prescriptions before dispensing medicines to patients.
- d) The system should maintain a record of all dispensed prescriptions for auditing and tracking purposes.
- e) The system should have the capability to generate printable prescriptions with the following information:
  - i. Patient details (name, age, sex, etc.)
  - ii. Prescribed medicines with dosages and frequencies
  - iii. Date of issuance

## **2. Inventory and Stock Management**

- a) The system should maintain a centralized database of all medicines and medical supplies available in the pharmacy.
- b) It should track the quantity of each item in stock and provide real-time updates.
- c) The system must have a feature for automatic reordering when the stock of a particular item falls below a predefined threshold.
- d) It should allow manual stock adjustments, enabling users to increase or decrease the stock quantity with appropriate reasons for audit purposes.
- e) System should be able to link up with stores where necessary to allow delivered documents to be added to stock in pharmacy stock

## **3. Multiple Reports**

- a) The system should provide various types of reports, such as inventory status, stock levels, expired items, sales, and purchase history.
- b) Users should be able to generate reports based on specific time frames, categories, suppliers, prescriptions, etc.
- c) Reports should be available in both tabular and graphical formats for easy interpretation.

## **4. Handle and Capture Stock Inputs**

- a) The system should allow users to record new stock inputs, including details such as quantity received, supplier information, purchase cost, and batch numbers.
- b) Users should be able to update the stock levels automatically upon entering stock inputs.

## **5. Handle and Capture Medicine Batch Numbers**

- a) The system should have the capability to capture and store unique batch numbers for each medicine received from different suppliers.
- b) Users should be able to trace the origin and history of each batch if required.

## **6. Handle and Capture Medicine Expiry Dates**

- a) The system must capture and display expiry dates for each medicine in stock.
- b) It should send notifications or generate reports for upcoming expirations to prevent the dispensing of expired medications.

## **7. Clinician Initiated Medicine and Pharmacist Issuance**

- a) The system should allow clinicians to initiate prescription requests for specific medicines from within the system.
- b) Pharmacists should be able to view and validate the prescriptions, and upon validation, dispense the medicines to the patient.

## **8. Medicine Costs Management**

- a) The system should record both purchase and sale costs for each medicine in stock.
- b) It should allow updating the costs when necessary and maintain a history of cost changes.

## **9. Expiry Reports and Notifications**

- a) The system should generate reports listing medicines approaching their expiry dates within a specified time frame.
- b) It should send automatic notifications to alert pharmacists and administrators about upcoming expirations.

## **10. Stock Adjustment with Reasons**

- a) The system should provide a feature to adjust stock levels manually, along with the ability to add reasons for the adjustments.
- b) Users should provide appropriate justifications for stock adjustments to maintain accountability.

## **11. User Permissions and Rights Management**

- a) The system should support role-based access control to manage user permissions and rights.



- b) Administrators should be able to assign specific roles to users, limiting their access to certain functionalities based on their roles.

### **3.3 SMS Integration Sub-Module**

Ability to Receive/ send SMS to your clients, staff, and suppliers

### **3.4 Reception Sub-module**

1. Can calculate age from date of birth
2. Ability to schedule appointments
3. Ability to verify patient through biometrics
4. Ability to generate daily morbidity reports
5. Ability to generate daily reports on all new/ first visits

### **3.5 Laboratory Sub-module**

1. Should identify lab patients by: name (at least two names), age, gender, registration number/ PF number and patient contacts (in case of follow up on critical values obtained in the lab among other reasons)
2. Be able to interface with laboratory analyzers i.e. the Biochemistry and Hematology analyzers such that they can relay results directly so as to completely do away with errors that arise in the process of data entry into the computer system.
3. Give an option of directly requesting tests from the lab sub- module for walk in clients.
4. Be able to provide customizable test reporting templates to suit different reporting criteria of various tests
5. Have options for additional comments for each laboratory parameter analyzed i.e. reference ranges and other relevant information on the test. It should also capture:
  - a) Name
  - b) Age
  - c) Gender
  - d) Time sample collected/ received
  - e) Time test results are out
  - f) Name of the test
  - g) Name of requesting clinician/ doctor
  - h) Name of attending technologist
  - i) Registration number of the patient and P.F number for staff patients
  - j) Units of measurement
  - k) Status on the test result i.e. normal, high or low
  - l) Equipment code
  - m) Time lab results were printed from online platform

### **3.6 Expected Lab reports**

1. Give a preview of previous test results for a given patient for monitoring purposes.  
Should also give a monthly tabulation of the total number of tests done/ revenue in a given month (with details of what exact tests were done in that month)

## **APPENDIX 4 – ACADEMICS AND EXAMINATIONS MODULE**

### **4.0 ACADEMIC AND EXAMINATION MODULE**

The academic and examination module should store comprehensive departmental, school and senate level data including lecturers, courses, curriculum, unit registration, results among other details. It should integrate all academic data to produce various reports like transcripts, student performance analysis and many more.

#### **4.1 Academic Sub-Module**

##### **Expected Features**

1. Allocate and store curriculum details inclusive of units offered by term and unit details (core, prerequisite or elective) (curriculum set-up).
2. Unit registration details (unit registration and loading). - Registration of units by the Head of Department (HoD); Retake, Supplementary among others.
3. Store lecturer details and allocate term units to lecturer.
4. Capture class attendance by students and enforce relevant attendance rule(s).
5. Generating class lists for registered students (To have ability to download Examination Card).

##### **Expected Reports**

1. Class lists
2. Class attendance reports
3. Lecturer workload reports
4. Generate curricula reports including units details as offered within the terms.

#### **4.2 Examination Sub-Module**

##### **4.2.1 Examination Results Sub Sub-Module**

1. Full time and part time lecturers should be able to input marks. Access by part-time lecturers and full time lecturers should be limited to entry of marks. The system should have an option for uploading marks on a provided template.
2. The CAT marks sheet and individual marks sheet interface should be accessed by the lecturers and departmental examinations coordinator.
3. To input the student marks into the system (Ability to accept all the scores and uniquely processes marks for those cleared/registered; For those with pending issues, the system should update the record automatically upon clearance of pending academic/registration issues); the system to pick and process only complete details- Should not substitute blank with zero; should have prompts for the user to verify certain entries before processing the requests; categorize the academic issues under which the system may not process the students marks.
4. Processing of marks and generating marksheets (individual unit as well as consolidated).
5. Tracking academic progress of various students (Ability to lock out from progression students who have not met requirements and generate a notification for instance on the unit(s) failed to the student then copied to the relevant Registrar and the HOD).
6. The system should be able to upload the consolidated marks for all the students in batch.
7. Processing of individual students' requests, processing postgraduate documents such as progress reports by giving a provision for the supervisor to sign then give relevant notifications to the HoD and Registrar for further processing following a predetermined logical procedure in the pecking order.
8. Call offs, application for special/supplementary examinations for all the students should be handled (Connecting Departments; Health Unit, Registrar of students, Admissions, and Academic Departments). Regardless, there should be a flawless automation for the interface where the academic departments are a conduit.

9. The system should inculcate all the possible grounds under which a student can apply/request for a special examination for purposes of forwarding to the relevant department for approval (Drop down).
10. The system should keep/store all the historical issues for student and cohorts.
11. At a click of a button, the system should give up to date status of a particular student upon request.
12. The system should have ability to allow large scale customization of all other processes done manually, by the user upon approval by the Institution (Have system synergy and artificial intelligence available at the difference departments where the student is part).
13. The system should have outputs that are in editable document format such Ms.Excel, Word, PDF etc.
14. The system should send notifications to students upon relevant approvals of their requests.
15. The system should be able to generate such reports such as histograms on performance, progress, other academic issues etc.
16. The system should be able to consolidate students' marks per program, Ensure no fees balances.
17. Generating of Board documents in approved rubrics.
18. During marks entry, the system should generate the grades automatically and there should be provision for programmes with different grading
19. The system should keep historical departmental data for consideration during relevant approvals at the school level.
20. The system should be able to edit a previous record upon relevant approvals
21. The processes at the department and the school should be automated in synchrony to allow for access and utilization of relevant historical data.
22. The student data should be captured by the system and remain un-editable from inception during admission of new students.
23. Consolidated marksheet should include a remarks section that shows pass, fail, exam irregularity, the units failed, retake, repeat year, incomplete and status of the student.
24. Access to the consolidated marks sheet and reports should be limited to Examination coordinators and Registrars Academic Affairs.
25. The system should be able to automatically generate board reports based on the information in the consolidated marks sheets.
26. The system should allow a lecturer to enter marks once and lock it. Once entered and saved, the system should not allow for any alteration of marks by the Lecturer except with clearance from Registrar Academic Affairs and Head of Department who approves changes to be made by the lecturer.
27. The system should generate an examinations card on the basis of the units the student is to be examined and bearing the names of students, registration numbers.
28. The system should automatically generate transcripts and result slips. The system should organize the units as per the level at which it was done, including retakes or supplementary. Rights to generating result slips and transcripts should be limited to the Examination Coordinators and Registrar Academic Affairs. Generated transcripts should have the following information:
  - a) Name of student
  - b) Registration number
  - c) School/Campus
  - d) Year of admission
  - e) Programme
  - f) Year of study/Academic year
  - g) Recommendation (e.g pass)
  - h) Show key to grading system (as per the programme)
  - i) It should have a provision for Registrar Academic Affairs name, signature and date
  - j) Show unit code, title, academic hours and the grade as per the grading system.
29. The system should:
  - a) Allow for only approved results to be available on the student online portal. The students should only view and print their individual results slips.

- b) Automatically maintain a historical audit trail of all grade entries or changes to result slips or transcripts.
- c) Allow lecturers to perform grade distribution analysis i.e Histograms.
- d) Produce class analysis reports including CAT attendance list (should include details on unit title and code, School, Campus, Department, Academic year, Term, programme, student registration number and name and a provision for student's signature. At the bottom, there should be a provision for Unit lecturer and HoD's name, signature and date).
- e) Allow for attaching of notes to students' results data to help with tracking examination results issues. The system should give a time lapse alert for disciplinary cases e.g. at the end of suspension period.
- f) Archive student examination records for future reference.
- g) The system should allow for registration of a retake paper twice just in case a student fails the first examination and this should not affect the total number of courses to be done.
- h) The system should allow marks auditing and resolution of incomplete marks.
- i) The system should provide alerts through emails to students about release of exam results.

### Expected Reports

1. Individual marks sheets.
2. Consolidated marks sheets.
3. Board reports
4. Result slips and final academic transcripts.
5. Registrar's list.
6. CAT attendance list

### Other Expected Features

S/N	Main Process	Basic Process details
1.	Curriculum Setup	<ul style="list-style-type: none"> <li>• Uploading of syllabuses units' matrices</li> <li>• Setting up student progression criteria</li> <li>• Providing for prerequisites and other policies such as retakes, special examinations among others</li> <li>• Providing for approvals and author (HoD) rights for routine reviews</li> </ul>
2.	Registration of units	<ul style="list-style-type: none"> <li>• Adding courses</li> <li>• Removing courses</li> <li>• Updating courses rights</li> <li>• Regular units/Retake/re-retake/supp units loadings</li> <li>• Approvals of course loadings</li> </ul>
3.	Class lists	<ul style="list-style-type: none"> <li>• Downloading of class lists in excel</li> </ul>

4.	Processing of examination Results	<ul style="list-style-type: none"> <li>• Uploading of marks</li> <li>• Grade approvals</li> <li>• Downloading of CAT attendances (with names and registration numbers of students)</li> <li>• Downloading of Exam attendances (with names and registration numbers of students)</li> <li>• Consolidate students marks per program, Ensure no fees balances</li> <li>• Tracking of the student's progress</li> </ul>
5.	Student progression reports/queries	<ul style="list-style-type: none"> <li>• Individual/cohort/group reports such as call offs, Absconding, Discontinuation, Disciplinary, Email addresses/Phone numbers.</li> <li>• Send email to groups</li> <li>• Copy multiple email/phone numbers for groups</li> </ul>
6.	Call offs/ Deferment/ Academic Leaves	<ul style="list-style-type: none"> <li>• Leave request</li> <li>• Approvals</li> </ul>

**Proposed draft submodules are:**

1. Courses on offer
2. Workload distribution
3. Unit registration
4. Class attendance tracking
5. Tracking post graduate progression
6. Examination sub module
7. Reporting and Analytics sub module
8. Document Management sub module

#### **4.2.2 Graduation Sub-Module**

1. The Sub-module should generate a Graduation list (has details on Academic year, School, Department, Programme/specialization and campus) including classification. There should be a provision at the bottom for Registrar's and relevant parties' name, signature and date).
2. Preparation for graduation; Award lists for cleared students, Application to graduate with an "E" starting from the department.
3. The system should allow auditing of graduating students such that the students must have taken all the core units, and prerequisite units where appropriate.
4. There should be a provision for changing the order of names as required. It should also maintain an academic record for all graduates per year, programme, School and Campus.
5. The system should link first to final year, tally the marks and obtain the mean score and classify the student as per the programme grading system.
6. The system should generate a consolidated marksheet; classify students, and allow for generation of relevant progress reports

- 7.The system should automatically generate a record of all the students that have applied for graduation. The record should be available to designated parties. The record should only be viewed/printed i.e amendments cannot be made.

#### **Expected Reports**

1. Graduation list including classification.
- 2.Other lists that shall be subject to query e.g. fees paid, disciplinary, completion rates as per program and number of students admitted in the same cohort

#### **4.2.3 Students Portal Sub-Module**

The processes below should be available on the students' portal. At the relevant stage, the system should prompt (through email) the person who is supposed to take action.

##### **a) Application for graduation**

- i. This shall start with the student applying online. The system should provide information on the number of units and unit codes/titles that the student covered during the course.
- ii. The system should then prompt the Registrar for verification.
- iii. The system should then automatically generate a reply to the student on the status of the application.

##### **b) Application for certificates and transcripts**

- i. This shall start with the student applying online.
- ii. The system should then automatically generate a reply to the student. The reply should include the following information:
- iii. Requirements that should be met before issuance of a certificate/transcripts
  - a) Clearance from the Institution
  - b) Payment of graduation fee
  - c) Payment of graduation gown fee
  - d) National ID should be provided before issuance
  - e) Student ID should be provided before issuance
- iv. The system should prompt the Director, Examinations to take action.

##### **c) Application for a copy of certificate in case of loss/damage or other causes**

- i. This shall start with the student applying online through the system.
- ii. The system should then automatically generate a reply to the student. The reply should include the following information:
  - a) Documents that should be provided before issuance of a copy of certificate
  - b) Police abstract
  - c) National ID
  - d) That the student can pick the copy of certificate after 2 days and on payment of a prescribed fee.
- iii) The system should prompt the Director, Examinations to take action.
- iv) The system should provide for automatic charging of a storage fee once the deadline for issuing certificates elapses. It should inform affected students on application.

##### **d) Application for reissuance of transcripts**

- i.This shall start with the student applying online.
- ii. The system should then automatically generate a reply to the student. The reply should include the following information:
  - a) There is a prescribed fee for reissuance of transcripts and that the receipt should be provided before reissuance.
  - b) That the student can pick the transcripts after 1 week.
  - c) That request for replacement can only be done once.

iii. The system should then prompt the Director, Examinations to take action.

**e) Application for remarking**

- i. This shall start with the student applying online.
- ii. The system should then prompt the HoD who will either recommend or not recommend.
- iii. If recommended the system should prompt the Registrar who will either recommend or not recommend.
- iv. If recommended, the system should prompt Registrar (Academic Affairs) for approval. The Registrar will either approve or not approve.
- v. The student should receive an automatic reply containing the following information if approved:
  - a) That the remarking request is valid if it is submitted 14 days after the release of the Examination results.
  - b) That a remarking fee should be paid and the receipt presented to the Examinations office.
- vi. The system should prompt the Director, Examinations to take action.
- vii. The system should provide a provision for feedback to the student including attaching a letter.

**f) Application for replacement of an Examination card in case of loss or defacement**

- i. This shall start with the student applying online.
- ii. The system should prompt the security office for issuance of an abstract.
- iii. Upon receipt of the request, the security office will generate an abstract number which be forwarded to the Registrar when prompted.
- iv. The system should then prompt the Registrar to verify if the student had been previously issued with an Examination card.
- v. Upon verification, the system should prompt the Director, Examinations to reprint an Examination card. At the same time the system should send a reply to the student indicating that there is a fee that should be paid to the finance office and the receipt presented to the Examinations office before reissuance of the Examination card within a day.

**g) Application for special Examinations**

- i. This shall start with the student applying online and attaching necessary supporting documents.
- ii. If the application is based on medical grounds, the system should prompt the Health department for verification.
- iii. If the application is based on other grounds, the system should prompt the Registrar of students for verification.
- iv. Upon verification, the system should prompt the HoD.
- v. Upon receipt, the HoD should verify against the supporting documents submitted by the student and make recommendations to the Registrar for consideration.
- vi. Upon receipt of the recommendation from the HoD the Registrar will recommend to senate for approval.
- vii. After approval by senate the Registrar will communicate to the student about the outcome of the application.

**h) Application for supplementary Examinations**

- i. This shall start with the student applying online.
- ii. The system should then prompt the HoD who will verify the application.
- iii. Upon verification by HoD, the system should send a reply to the students informing them that:
  - a) They can sit for the Examination at a time prescribed time by the Institution and upon payment of a fee.
  - b) The receipt should be provided during the Examination. NB: Receipts for supplementary Examinations should include details on units being done i.e unit codes.
- iv. The system should generate a provisional transcript at the click of a button.

- v. The system should allow a student should see and download/ print their results slips and provisional transcripts.
- vi. The student should be able to download the examination cards bearing all kinds of units registered for.

#### **4.2.4 Examination Processes Sub Sub-Module**

The rights to this sub-module are restricted to the Registrar, Examinations. The Sub-module should perform the following activities:

1. Generate Examination cards that capture the following information: Name of the student, registration number, Course, Term, Academic year, School, Campus, year of study and the units the student has registered for.
  - a) At the bottom, there should be a provision for Registrar, Examinations signature.
  - b) The system should process Examination cards for students who have met the requirements to sit for Examinations and are not facing disciplinary charges.
2. Generate Examination attendance forms (should include details on Campus/School/Department, unit title and code, date of Exam, Time, Venue, Academic Year, Term, student name and registration number and a provision for student signature, booklet serial number and a provision for including form number. At the bottom, there should be a provision for Chief invigilator name, signature and date).
3. Generate Examinations issue forms per department (should include details on Campus/School/Department, Academic Year, Term, unit code and title, number of Examination booklets/question papers, name of the person collecting the Examination, signature, date, time and a provision for including form number.



## **APPENDIX 5 - HUMAN RESOURCE MANAGEMENT SPECIFICATIONS**

### **5.0 HUMAN RESOURCE MANAGEMENT MODULE**

The system should address all aspects regarding personnel management for the entire life of an employee. It should keep the entire file for an employee basic details, photo, hire details, detailed contacts, personal information as shown below

#### **EXPECTED FEATURES**

##### **5.1 STAFF DETAILS**

###### **Personal details**

1. Name (Surname, other names)
2. PF No.
3. Employee coloured passport photo
4. KRA pin
5. ID/passport
6. Gender
7. Date of birth (DD, MM,YYYY)
8. NHIF No.
9. NSSF No.
10. County of origin
11. Sub county of origin
12. Ethnicity
13. Next of kin (Name, relationship, ID/ passport, E mail, phone number Address)
14. Marital status
15. Spouse details (Name, ID/ passport, E mail, phone number Address)
16. Religion
17. Skills
18. Union
19. Disability status

###### **Hire details**

1. Appointment date
2. Terms of employment
3. Grade
4. Subsequent appointments e.g. promotions
5. Probation period
6. Employee category
7. Terms of service
8. Contract period (contract staff)
9. Immediate supervisor
10. Division
11. Department
12. Section
13. Job description/duties
14. Added responsibility(responsibility, period)

###### **Education Background**

1. Period (from-to, ability to indicate ongoing if not complete), Institution, course of study, grade
2. Ability to attach certificate for each qualification.

**Work experience**

Period (from to), post held, organization

**Practicing licenses**

Licensing body, license number, licence period (from -to)

**Seminars and workshops**

1. Seminars/workshops attended: (period, venue, title)
2. Membership to Professional bodies: Name of the body, period of membership, membership number
3. Practicing licenses: name of the license, issuer

**Contact details**

1. Postal address(Box, Code, town)
2. Physical address
3. Cell phone number
4. Personal email
5. Corporate email

**Dependents**

Name	Relationship	Gender	Date of birth
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**5.2 RECRUITMENT****Receiving applications**

1. Ability of the applicant to create account

***Required applicant details***

**Personal details:** Name, email, phone number, county, ethnicity, disability status

**Education Background**

2. Period (from-to, ability to indicate ongoing if not complete), Institution, course of study, grade
3. Ability to attach certificate for each qualification.

**Practicing licenses**

Licensing body, license number, licence period (from -to)

**Work experience**

Period (from to), post held, organization

**Seminars and workshops**

1. Seminars attended: No.
2. Membership to Professional bodies: Name of the body, period of membership, membership number
3. Workshops attended: No
4. Practicing licenses: name of the license, issuer
5. Books Written-No.
6. Book Chapters-No
7. Articles in refereed Journals- Name of journal, Author number, No.
8. Supervision of masters Students-No
9. Supervision of Phd Students-No
10. Funded grants secured-No, amount

**Analysis**

1. Ability to export a summary of the applicants as an excel sheet
2. Ability to shortlist applicants based on criteria with comments

3. Ability to score interviewed candidates based on score sheet.
4. Ability to transfer applicants details into the ERP when recruited

### Reports

Reports on Summary of applicants, short listings and appointments per job/county/level of education etc

### Alerts

1. Notification of prequalification and interview dates
2. Notification of appointment after interviews

## 5.3 STAFF PROMOTION

Ability of the applicant to create account or pick the data from the ERP system and allow for updating of the details

### Required applicant details

#### Personal details

P.F number, Name, Department, current designation, current grade, , email, phone number

#### Education Background

1. Period (from-to), Institution, course of study, grade
2. Ability to attach certificates

#### Work experience

Period (from to), post held, organization

#### Participation in Institution activities

1. Activity participated in, year
2. Ability to attach certificates

#### Participation in community work

1. Activity participated in, year
2. Ability to attach certificates

#### previous promotion date

Date of promotion, position promoted to

### Other requirements

	Non-teaching	Teaching
1.	<b>Workshops attended</b> Workshop title, dates, venue	<b>Administrative responsibilities (teaching staff)</b>  Position held, period
2.	<b>Recognition/commendation</b> Recognition, reason for recognition, recognized by	<b>Recognition</b> (external examiner, reviewer, guest speaker, non research award, board member, community outreach)
3.		<b>Consultancy</b> (Period, area of consultancy) Collaborations/Networks Collaborator, purpose of collaboration)

<b>4.</b>		<b>Seminars and workshops</b> Seminars attended: No. Membership to Professional bodies: Name of the body, period of membership Workshops attended: year, name of workshop, place Practicing licenses: name of the license, issuer Books Written-No. Book Chapters-No Articles in refereed Journals-Journal name, Author number Supervision of masters Students-No of successfully supervised, number of ongoing Supervision of Phd Students- No of successfully supervised, number of ongoing Funded grants secured-type(internal, external) No, amount

#### **Analysis**

1. Ability to export a summary of the applicants as an excel sheet
2. Ability to score applicants based on criteria

#### **Reports**

1. Summary of applicants per position per month/quarter/year
2. Summary of successful applicants vs unsuccessful with comments

#### **Alerts**

1. Notification on successful application
2. Notification of interview

### **5.4 PERFORMANCE MANAGEMENT**

1. Ability of the employee to set targets (unit of measure eg. Time, percentage, number, performance indicator/ evidence)
2. Ability of the hr administrator to set the standard targets applicable to all employees.
3. Ability of the employee to list duties
4. Ability of the employee to define definitions for each target
5. Ability of the employee to consent to the targets
6. Ability of the employee to amend the targets before submission to HoD
7. Ability of the HoD to submit targets to HR office
8. Ability of the HoD to do a mid-year review and submit to the HR office
9. Ability of the employee to consent to mid year review
10. Ability of the HR administrator to return the targets to the department for review
11. Ability of the employee to upload evidences into the system.

12. Ability of the HoD to conduct end year appraisal, make comments record scores and submit to HR.
13. Ability of the employee to consent to the end year appraisal rating
14. Ability of the system to do an average score(standard targets and set targets)
15. Ability to set timelines for each step after which the system shuts that process. I.e. Setting targets, mid year review and end year appraisal
16. Ability to send notifications/reminders during appraisal periods

#### **Expected reports**

1. Target setting reports (Those who have set, those who have not set)
2. Mid-year reports (Those who have done, those who have not done)
3. End year reports(appraised, not appraised)
4. Average score for both standard and individual targets (employee and department)
5. Employees who have attained each score.
6. History of performance (employee, department)
7. Ability to export a summary of the appraisal ratings as an excel sheet

### **5.5 TRAINING**

1. Ability of the employees to identify training needs from the duties- to be populated by the system from performance management (identify whether training is required for each task, list the training required, state whether internal or external)
2. Ability to export a TNA report in excel format
3. Ability to upload multiple trainees from an excel sheet with the fields of Course, period of training, and institution where trained, no of participants
4. Ability to upload a training calendar
5. Ability to upload a training evaluation report against a training carried out
6. Ability to upload training effectiveness report against a training carried out

#### **Reports**

1. Trainings conducted within a specified period of time
2. Percentage of the training calendar coverage

### **5.6 LEAVE MANAGEMENT**

#### **Leave Schedule**

1. Ability to schedule leave at the beginning of the year for members of staff.
2. Members of staff should be able to schedule their leave for the year and then send for approval to the HOD/HOS. This is done at the departmental level.
3. The approved leave schedules by HOD/HOS should then be available to the HR Office.
4. Ability of the HR administrator to amend leave schedule

#### **Application of Leave**

##### **Annual Leave**

1. Members of staff to apply for leave 14 days before commencement of Leave.
2. After application of leave, HOD/HOS should then appoint **person(s)** to take over the duties of the applicant.
3. The Staff(s) handed over to should accept the responsibilities from the system and he/she/they should not also be going on leave between the time of the applicant.
4. HOD/HOS will then send the leave for approval to HR.
5. HR will then recommend the leave and send to DVC (PAF) for approval

6. DVC (PAF) shall then approve or not approve the leave.
7. A notification should then send to HR, HOD/HOS and the applicant on the approval status of the leave.
8. Applicant should also be able to view the progress of their leave application and show where document is pending e.g. "Pending HOD/HOS Approval".
9. On resumption to work member of staff should fill a form and send for approval to the HOD/HOS.
10. After approval by HOD/HOS the HR to get notified when members of staff resume from leave. Also, members of staff who did not resume as expected.
11. HR Administrator should be allowed to reschedule leave for members of staff when needed.
12. HR administrator should be able to adjust leave balances in cases of leave recall.
13. HR Administrator should be the only one allowed to feed carry over leave days.

#### **Emergency Leave**

1. Applicant can apply at any time but can only apply for a maximum of 3 days at a time.
2. This leave draws its balance from annual leave entitlement.
3. Follow Annual Leave on Step 3 & 4.
4. HOD/HOS will the send the leave for approval Supervisor directly.
5. Follow Annual Leave from Step 8 to 11.

#### **Maternity Leave**

1. Members of staff should only be allowed to apply for maternity leave 30 days before commencement of Leave.
2. Follow Annual Leave from Step 3 to 11.

#### **Paternity Leave**

1. Member should Attach a Birth Notification during application of Paternity Leave.
2. Follow Annual Leave from Step 3 to 11.

#### **Sick Leave**

1. HR Administrator should be allowed to feed the sick leave on behalf of the applicant.
2. HR Administrator should be allowed to feed the sick leave even after it has passed. Like a backlog.

#### **Study Leave**

1. HR Administrator should be allowed to feed the study leave on behalf of the applicant.

#### **Leave Reports.**

1. Report on Leave per Department, Member, Duration, Type of Leave.
2. Report on Leave Balances per Member.
3. Report on Carry Overs per Member.
4. Report on Resumption from Leave per Member.
5. Report on utilized and unutilized Leave Schedule.

### **5.7 DISCIPLINE**

1. Ability to capture the following details of staff discipline

Violation type	Description	Date	Action taken	Remarks
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#### **Reports**

1. No. of disciplinary cases within a specified period of time per employee
2. Report on types of violations
3. Violations per department

## **8.Time and Attendance**

1. Track employee attendance with the use of either fingerprints or smartcard
2. Ability to define shifts

### **Reports**

1. Employees who are absent and are not on leave
2. Ability to filter attendance based on time and date and generate report

## **5.8 STAFF EXIT**

1. Ability to terminate employees from the system
2. Ability to specify the mode of exit
3. Ability to populate the various modes of exit

### **Reports**

1. No. of exits within a specified period of time per mode of exit
2. Length of service for each employee
3. Exits per staff category, department, gender

## **5.9 DOCUMENT MANAGEMENT**

1. Ability to upload documents into the system employees account
2. Ability to folio the documents
3. Ability to assign access rights to the documents

### **OTHER EXPECTED REPORTS**

1. Employee service history (appointment, confirmation, contract renewals, leave, disciplinary, promotion) ability to select on what to include in the report.
2. Reminders (contract expiry, probation expiry)
3. Reports on employee ages. Eg. Years to retirement, staff between certain ages
4. Reports on gender (percentage of each gender per department and at the Institution)
5. Report on ethnic demographics (percentage of each ethnic group per department and at the Institution)
6. Reports on staff categories (teaching and non-teaching, no. of each category per department, number of each category per school)
7. Reports on appointment dates eg. Staff appointed between specific dates
8. Report on employees with additional responsibilities. E.g. Hod, Directors, Exam coordinators, with their appointment periods.

## **5.10 PAYROLL MANAGEMENT**

The key aspect of this module is to capture all the Payroll Processes for the organization. It should allow the institution to generate pay slips and salary register based on the attendance of the employees taking care of leaves, overtime, allowances, loans, advance, bonus and other standard deductions like N.S.S.F., S.H.I.F, HOUSING LEVY and P.A.Y.E.

The payroll management should have the following functionalities and features;

1. Salary Processing
2. Auto Email Pay slips
3. Provide employee Service Profile
4. Should provide Earnings reports and schedules
5. Should capture all deductions
6. Should have recurring Benefit Setup
7. Should have recurring pension setup
8. Should have Loan/Advances Management
9. Should enable the capturing of Insurance Providers

10. Should enable the capturing of Banks and categorizing them
11. Should provide for capturing of other financial Institutions
12. Should have the Irregular/Part time payments
13. Should have Utilities
14. Should have the Setup window
15. Should provide reports in anchored on existing standards
16. Should enable Payroll Comparison
17. Prorate earnings for a contract ending before end month
18. Mass importation of transactions

## **APPENDIX 6 - PROCUREMENT AND INVENTORY CONTROL**

### **6.1 PROCUREMENT AND INVENTORY CONTROL**

#### **Department Overview**

Procurement Department deals with procurement of goods, works and services; receiving storage, issue of goods as well as disposal of idle assets. It also involves preparation and submission of reports to Institution management, Institution Council, Government Ministries and State Agencies.

#### **EXPECTED FEATURES**

It should have the ability to do the following:

1. Fully integrated with finance, procurement and Inventory module which includes Purchase Orders with vote heads, Budgetary Control Module and Goods Received Note.
2. Prepare Procurement Plan
3. Prepare and process Purchase Requests.
4. Selection of procurement methods ; that is, Request for Quotation and Framework Agreements
5. Be able to generate Request for Quotations from the system in the prescribed format.
6. Prompt the sending of quotations and all relevant attachments using emails
7. Analyse quotations and award to award automatically by use of predefined criteria in the prescribed format. However, manual awarding should also be allowed so that the tender evaluation can recommend award appropriately.
8. Generate award forms from the analysis in the prescribed formats and link the award form to finance for confirmation of availability of funds
9. Auto generate Purchase Orders from award forms in the prescribed formats and link Purchase Order to Finance for voting.
10. Show status on Purchase Orders and track expiry
11. The system should be able to capture and store all records of registered suppliers of various items and also accommodate framework contractors.
12. The system should give an option to restrict ordering within vote heads in any given financial year or any defined budget periods.
13. Create and allow automatic creation on inventory of items/services consumed and attach a vote head to each item.
14. Have the ability to link inventory items to respective Suppliers for Request for Quotations and framework suppliers.
15. Ability to create Purchase Orders for items in the framework list for framework items.
16. Ability to link with other Institution portals and send alerts.
17. Maintain Code of items of purchase, Quotation Register which should allow for updating.

#### **PROCUREMENT WORKFLOW**

1. A procurement plan shall be prepared in the prescribed format.



2. The Purchase Requests shall be prepared by the User Departments which shall be sent to the stores section for confirmation of availability of stock. If not available, the form is sent to finance to confirm availability of funds after which it alerts the user and sent for relevant approval(s). Upon receipt of the Purchase Request, the Head of Procurement will assign the Purchase Request to an officer. The officer handling the request will procure using the relevant procurement method as provided in the Act.
3. The officer will send the quotations and any other document to suppliers for their action. The suppliers' should be able to send back the filled quotations or any other documents within the set date and time which will automatically be disabled.
4. On receipt of the filled documents, the opening committee should be able to open the documents and append their signatures online.
5. The Evaluation Committee analyses the quotations. The system should allow for filling of recommendations in the analysis report template and signing by the members.
6. The analysis report is then released to Head of Procurement for providing a professional opinion.
7. After the professional opinion, the analysis report is sent to the Chief Principal for approval. After his action it will automatically send an alert to the procurement office.
8. If approved, the system should have the ability to automatically generate award forms which is then sent to finance for confirmation of funds. When availability of funds is confirmed by the finance department, an alert will be sent procurement office.
9. The system should be able generate a Purchase Order. The Purchase order should then be sent to the Head of Procurement for approval then sent to finance for budgeting/voting finally it's should be sent to the Chief Principal for signing.
10. After signing the system should be able to send an alert to the procurement office, the stores and the user.
11. The Purchase Order is sent to the supplier by email and enable printing

## **PROCUREMENT MODULE EXPECTED REPORTS**

1. List of registered suppliers per item category
2. Purchase history per supplier
3. Price list and price updates per supplier
4. Outstanding Award Forms
5. Outstanding LPOs
6. LPOs partially supplied
7. Cancelled Award Forms
8. Cancelled LPOs
9. Quarterly and half year reports on Youth, Women and PWDs
10. Report on goods made in various countries e.g. made in Kenya
11. Report on all purchases on quarterly basis
12. Reports on framework agreement purchases
13. Monitoring of supplier performance
14. Summary of Procurements per item

## **6.2 INVENTORY SUB MODULE**

The system should have the ability to do the following:

1. Create an inventory of items/services consumed and attach a vote head for each item per department and section.
2. Maintain Stock Reorder Levels for common user items: Ensuring that supplies are maintained at optimal levels and get a notification when specific items fall under a predefined re-order level.
3. To determine surplus, redundant and obsolete supplies.
4. Monitor movement and utilization of inventory items
5. Receive delivered items and automatically update stock levels

6. Monitor inventory expenses by user department and sections.
7. Support use of barcodes when receiving or issuing inventory items
8. To automatically generate the GRN, Inspection and Acceptance Certificate and Inspection and Rejection certificate in the prescribed formats.
9. To generate stores Requisition Note by user department as per the prescribed formats.
10. To create and update stores ledger.
11. The system should allow determination of the maximum stock level per item
12. Provide for capturing of warranties and shelf life and give alerts on expiry
13. Online booking for inspection by suppliers indicating date and time of delivery.

## **INVENTORY SUB-MODULE EXPECTED REPORTS**

1. Outstanding L.P.Os
2. Partially delivered LPOs.
3. Store Ledgers.
4. Good Received Note
5. Inspection and Acceptance Certificate
6. Inspection and Rejection Certificate.
7. Obsolete, redundant and slow moving goods.
8. Fixed assets items and costs.
9. Expired warranties.
10. Usage of goods quarterly reports
11. Inventory and consumption reports for departments and sections on request.
12. Store Requisition and Issue Note
13. Stock taking Report.
14. Summary of supplier booking for delivery and Inspection of goods.

## **INVENTORY MANAGEMENT WORKFLOW**

### **Receipt of Goods and Services**

1. The supplier books for delivery and inspection to the Stores Section through the system and gives an alert
2. Upon delivery, the goods shall be inspected, and if accepted, Good Receive Note is generated or Inspection and Acceptance Report for Services. In case they are rejected, a Goods Rejection Note is generated.
3. The system automatically transfers the information to the Store Ledger and Updates accordingly.
4. The Supplier payment documents are uploaded to the system and give an alert to the Procurement Department for verification
5. Upon Verification, they are forwarded for payment.

### **6.3 ISSUE OF GOODS**

1. The User generates a Stores Issue Note which gives an alert to the Stores Section.
2. The system verifies the availability of items in stock and issues accordingly.
3. The system balances the Store Ledgers.

### **6.4 STOCK TAKING**

The system should allow for re-adjusting of stock levels and facilitate quarterly stock-taking.

## APPENDIX 7 - FINANCE MODULE

### 7.0 FINANCE MODULE

#### 7.1 FINANCE AND ACCOUNTING REQUIREMENTS

The system must be integrated and supports both managerial and financial functions. Specifically, the system must integrate with **e-Citizen** payment platform **and institution bank accounts**.

The system should have a rich dash board summarizing key statistics e.g. student numbers, payables and receivables balance etc

The expectations on each of the modules are as follows:

#### 7.2 GENERAL LEDGER MODULE

All modules must be fully integrated with the general ledger so that processing will be straight forward and reliable. It must accommodate complex business models including features that are unique to Meru National Polytechnic

##### 7.2.1 EXPECTED FEATURES

The system should be able to generate a GL report. The GL report **MUST** contain all the transactions for a given period, listed by account. Other features that must be supported by the GL include the following.

1. A consolidated Trial Balance
2. Exportable GL report to Ms. Excel
3. The system should be able to produce the following Financial Statements that must be customizable to comply with the **IPSAS (accrual) Format**;
  - a) Statement of Comprehensive Income with comparative figures
  - b) Statement of Financial Position with comparative figures
  - c) Statement of cash flows with budget and comparative figures
  - d) Statement of changes in Net Assets
  - e) Statement of comparison of budget with actual figures
4. Notes to the Financial statements with comparative figures
5. Flexible multi-level account structure
6. User defined calendars
7. Flexible closing dates.
8. Standard journal entry templates
9. On-line drill down account analysis from account balances or financial statements all the way to the source transaction in general ledger or sub-ledger.
10. Multi-currency reporting
11. Clear and accessible audit trail
12. Flexible user rights
13. Should have transaction reversal right assigned to the in-charge of Finance
14. Exportable reports to Ms. Excel, Ms Word, PDF

##### 7.2.2 EXPECTED REPORTS

1. Updated cash books
2. Consolidated Trial balance
3. Statement of Comprehensive Income with comparative figures
4. Statement of Financial Position with comparative figures
5. Statement of cash flows with budget and comparative figures
6. Statement of changes in Net Assets
7. Statement of comparison of budget with actual figures
8. Notes to the financial statements with comparative figures
9. Chart of accounts listing
10. Class/sub-class listing

11. General ledger report
12. Journal entry listing
13. Transactions listing
14. Batch listing
15. Posting journals
16. Debtors aging analysis
17. Bank Reconciliation
18. Transaction reversals report
19. Payables aging analysis

### **7.3 ACCOUNTS PAYABLE (EXPENDITURE)**

The system must provide for a full cycle of vendor transactions from the Purchase Requisition Note (PRN), and Local Purchase Order (LPO) to cheque disbursements. It should at minimum meet the following features.

The system must provide for payment vouchers that work the way the Institution and its organs operate. It must allow for expenses to be allocated across multiple accounts.

#### **7.3.1 EXPECTED FEATURES**

1. Ability to integrate fully with Procurement
2. Have a field for capturing vendor bank details
3. Ability to integrate fully with budget
4. Ability to capture supplier invoice
5. Ability to allocate a supplier invoice to an expenses account.
6. Ability to generate Payment Vouchers
7. Ability to automatically assign voucher numbers.
8. Ability to allocate payments to suppliers' invoice.
9. Ability to pay supplier invoice/certificate in part
10. Ability for multiple invoices from a single vendor to be paid on one cheque with supporting detail on cheque stub or remittance advice.
11. Ability to hold disputed supplier invoices and payments.
12. User-defined vendor categories: Vendor categories are user definable and can be used to group contractors, employees and vendors for purpose analysis.
13. On-line drill down analysis: Full drill down from the invoice to the payments and vice-versa information.
14. Flexible payment approval: To allow selecting vouchers for payment based on vendor, vendor group, Company name, Voucher number, Invoice number, Voucher date, voucher amount.
15. Payment controls: Vouchers can be paid based upon due date, priority, category, payment type, group vendor or any combination.
16. Both vendors and payment vouchers can be put on hold to prevent processing of requisitions, orders, invoices and payments.
17. Recovery and accumulation of VAT and other taxes for settlement
18. Full creditor reconciliation including deposits – disbursements and adjustments, as well as the ability to import transactions vendors register or other types of files.
19. System auto generated messages
20. Ability to process discounts
21. Ability to withhold taxes at varying rates.

#### **7.3.2 EXPECTED REPORTS**

1. Aged payables
2. Vendor details report
3. Vendor summary
4. Vendor register
5. Payment distributions
6. Payment voucher listings

7. Creditors ledger by code and name
8. Cheque register for creditors
9. Discounts received report
10. Disbursement of cheques
11. VAT returns schedules as per Institution Tax deduction schedule format

## **7.4 PROJECTS ACCOUNTS**

### **7.4.1 EXPECTED FEATURES**

1. Creation of project Names
2. Creation of project numbers
3. Creation of project coordinators
4. Creation of project location
5. Setting up specific project budgets
6. Linked up to procurement module
7. Linked up to the creditors module
8. Linked up to the imprest module
9. Linked up to the cash book module
10. Linked up to the assets module

### **7.4.2 EXPECTED REPORTS**

1. Budget vs. Actual reports
2. Project progress report (Disbursement vs. Expenditure)
3. Project creditors report

## **7.5 ACCOUNTS RECEIVABLE (REVENUE)**

### **7.5.1 EXPECTED FEATURES**

This module provides for the efficient processing of;

1. Invoices
2. Credit notes and debit notes,
3. Receipts showing transaction reference number
4. Accounts receivable adjustments,
5. Refunds customer ledgers,
6. Processing prepayments,
7. Processing of discounts
8. Processing miscellaneous receipts,
9. Processing unrealized exchange gain and loss accounts.
10. Ability to create pro-forma invoices for customers.
11. Ability to charge interest to overdue customer accounts

### **7.5.2 EXPECTED REPORTS**

1. Customer listing
2. Debtor ageing analysis
3. Customer transactions
4. Invoices
5. Overdue receivables
6. Receipts printing
7. Discount reports
8. Receipt inquiry i.e. receipts deposited to a selected bank or to display information for a receipt for which you have only the receipt number/amount.
- 9.

## **7.8 IMPREST MANAGEMENT**

The system is expected to control and manage the issuance of imprests to staff, the accounting of imprests and the recovery of un-accounted for imprests from the salaries of the staff involved. The current policy is to surrender imp-rests within seven days. The system should provide for flexible surrender periods, before recovery from the salary.

System to generate alerts to the staff with overdue imprests

### **7.8.1 EXPECTED FEATURES**

The system should among others include the following: -

1. Generate imp-rests forms and automatically number the documents serially
2. Specify the envisaged accounting date
3. Automatic alerts for overdue unaccounted for imprests (to concerned staff through email and or text messages)
4. Linked to the Payroll module for recovery of unaccounted for imprests
5. Embedded adjustable controls to stop issuance of further imprests to staff with an existing unaccounted imprest.
6. Online approvals of imp-rests.
7. Charge interest on overdue imprests at adjustable rates

### **7.8.2 EXPECTED REPORTS**

1. Individual imprest report
2. Quarterly/monthly/yearly reports
3. Imprest recovery reports
4. Automatically generated payroll recoveries
5. Imprest ledger report by staff as per National Treasury format
6. Recovered interest report

## **7.9 CASH OFFICE MODULE**

### **7.9.1 EXPECTED FEATURES**

1. Support for an unlimited number of bank accounts with ability to pre-define each bank/cash account.
2. Online drilldown account analysis from various Banks/Bank Statements all the way to the source transaction in the general-ledger and to migrate information to the Spread Sheets.
3. Create an alarm features for a predetermined amount payable at a time in each bank account
4. Flexible payment approval. To allow vouchers for payment based on priority.
5. Automatic receipting and posting all the way to the general ledger accounts
6. Automatic generation of Payments, a cheque writer and posting direct to the general ledger.
7. Flexible approval for selection of deposits and cash withdrawals.
8. Cash management
9. Record transfers between bank accounts
10. Add bank accounts to chart of accounts
11. Cancellation of payments vouchers/receipts/cheques.
12. Support for unlimited number of users (Personal Claims, Expenditure, Student Finance, Salaries, Bookshop etc.) hence the system should provide a User Defined Category.
13. Cheque Register - automatic generation of cheque register once the cheques have been drawn.
14. Petty cash management system.

### **7.9.2 EXPECTED REPORTS**

1. Cash Book
2. Petty cash Report
3. Cash flow movement report on daily, monthly, YTD, Annual basis.

4. Cash reconciliation report, Investments Reports
5. Payment voucher listings and the status
6. Payments on hold report
7. Cheque payment register,
8. Cash Management
9. Pending cheque report

**Point to Note:**

Cash Office operates as a Central point for Cash flows and is thus an agent for all sections.

## **7.10 BANK RECONCILIATION**

### **7.10.1 EXPECTED FEATURES**

1. The System must support bank reconciliations across multiple banks and allow financial charges to be allocated across multiple accounts.
2. Full bank reconciliations including deposits, disbursements, adjustments, bankings and unidentified transactions.
3. Flexibility and fast in importing transactions from various banks systems and to post any unprocessed transactions in the unidentified tab.
4. Support listing of transactions in the bank statement not in the cash book.
5. The system should support fast opening and functioning of the bank reconciliations module.

### **7.10.2 EXPECTED REPORTS**

1. Bank reconciliation Statements
2. Bank reconciliation Summary
3. Bank Reconciliation by detail

## **7.12 STUDENTS' FINANCE**

### **7.12.1 EXPECTED FEATURES**

1. Integration with the student portal.
2. Ability to generate students' fee statements.
3. Ability to integrate all the transactions related to students with the respective GL accounts.
4. Ability to set fees structures for different programmes.
5. Ability to provide for automatic and adjustable phased fees with predefined charges.
6. Ability to define Institution fees policy.
7. Ability to integrate with the Admissions Department, Accommodation Department and Academic Departments.
8. Ability to generate automatic invoices to eligible students only.
9. Ability to generate receipts on every payment.
10. Ability to handle fee refunds and debit the respective accounts.
11. Ability to trail all transactions of the students as they occur.
12. Ability to handle sponsor's funds such as HELB, CDFs, Financial Aid, Scholarships etc
13. Ability to upload data from the bank statement fast and directly into the system and update the student accounts appropriately.
14. Ability to cancel erroneous receipts and Sponsorship allocations.
15. Ability to do students' fees adjustments in case of an error during fees structure set up.
16. Ability to reverse erroneous invoices for a student.
17. Integration with the Library management system ie. KOHA that is running in the institution.
18. Ability to correctly narrate invoices in the students' fee statements for clarity.
19. Illustrate the ability to automatically bill students Retake, Supplementary and Special Exam once the students register.
20. Ability to integrate the ERP System with different payment channels for example banks, E-Citizen etc. to facilitate real-time updates in the students' fee statement.

21. Ability to generate student account statement giving to total sum of transactions per term and also cumulative totals (Debits and Credits).

### **7.12.2 EXPECTED REPORTS**

Ability to generate the following reports:-

1. Ability to generate daily fee collection report (Global) – Dash board to generate cumulative total
2. Ability to generate daily fee collection report with the following conditions:
  - a) Per bank
  - b) Per personnel
  - c) Per bank and personnel
  - d) Per school/Department/Programme/Year of Study/Campus etc.
  - e) Per Category for example Tuition, students' union, activity etc
3. Students fees balance summary (Global)- dash board to display the cumulative outstanding balances.
4. Students fees balance with the following categorizations:
  - a) Per student type i.e PSSP/GSSP
  - b) Per School Vs Programme
  - c) Per Programme Vs Year of study etc.
  - d) Per mode of study
5. Demand letters to students with outstanding fee balances by a defined criterion. The demand letters can be e-mailed to the corporate e-mail accounts of the students.
6. List of students who have overpaid fees.
7. Students with zero balance.
8. Drilling of students' ie. balances with user set criteria e.g students whose balance is greater than KES 10,000/- or any other amount, ageing debtors etc
9. List of Students who have paid to votes such as Field Trips/ Teaching Practice.
10. Print exam cards for students who meet the minimum fees balance as may be set by the Institution.
11. Student fees collection summary per vote head.
12. Student fee statements.
13. Students Fee balance summary per vote head.
14. Periodic fee collection report e.g. Monthly, Quarterly, Annually etc.
15. Generate and analyse reports using data analysis tools such as charts, graphs, percentages etc
16. Ability to produce ad hoc reports.

### **7.13 FIXED ASSETS MANAGEMENT MODULE**

#### **7.13.1 EXPECTED FEATURES**

1. The Assets module should be linked to the related modules i.e. Finance, procurement and stores modules so as to ensure real time updates once changes are made.
2. The system should support importing of transactions from the excel assets register to the ERP assets module with all the details.
3. The system should support manual input of assets details.
4. The system should support inclusion of the various categories of assets.
5. The system should be linked to staff database/Payroll for ease of capturing staff names correctly

#### **7.13.2 EXPECTED REPORTS**

1. The system should allow for customization of reports. i.e. The system should give a list of the various categories of assets, assets per individual staff, assets per department/Section/Unit/Office, location and assets value.
2. The system should provide a Fixed Assets Register containing all the fields prescribed by the National Treasury.
3. The system should also show reports on date and details of assets acquisition and disposal.
4. The system should allow for asset enquiry. i.e. with some details of an asset e.g. tag number, one can query the system and get all the other details of the asset.



## 7.14 BUDGET MODULE

### 7.14.1 EXPECTED FEATURES

1. Ability to integrate fully with procurement
2. Ability to allocate all voucher types to an expenses account when preparing payments.
3. Ability to post approved budgets to the system at the beginning of the FY
4. Ability to adjust the budget during budget review.
5. Have controls to stop processing of LPOs, payment vouchers without sufficient funds in the expenses accounts.
6. Ability to upload Budget to the system as opposed to manual keying in of each figure.
7. Ability to separate Commitments and actual payments in each vote.

### 7.14.2 EXPECTED REPORTS

1. Statement of comparison of Budget with the actual expenditure (Variance analysis report showing Allocation, Actual expenditure, Balance and % of utilization).
2. Budget drill down report for each expenses account showing Allocation, Actual expenditure and Balance.

## APPENDIX 8 - CATERING DEPARTMENT

### 8.1 CATERING MODULE/PAY AS YOU EAT

This module should be able to handle all the operations of the catering department starting from the selling of foodstuffs to students and staff for cash, pre-paid and postpaid.

#### EXPECTED FEATURES

1. Creation/registration of members including the photos.
2. The system should be able to **generate barcodes** and **member cards** for all the members eligible to have meals.
3. The barcode technology should support different encoding technologies ranging from simple to complex ones such as ANSI39, **ANSI39X**, **CODE39**, **CODE39X**,
4. **CODE128A**, **CODE128B**, **CODE128C**, and **CODE93X**. This gives the users flexibility of deciding which encoding works well for them and which works well with the scanner that will eventually be used.
5. Ability to handle **lost cards** by allowing the users (of the system) to update records (by blocking the serial numbers of lost cards) and provide ways of recreating new ones ensuring that no duplicate is allowed.
6. The system should detect and capture those students/members who may use other people's cards or the stolen cards.
7. Integration with student debtor's management system
8. Sell on cash, pre-paid and post-paid accounts
9. A complete POS that automatically collects cash and calculates change depending on amounts tendered
10. Ability to put portions
11. The system should ensure credit value of members is well handled and secured with relevant reports of all top-ups and member statements.
12. Should allow definition of unlimited number of **categories of members** e.g. students, non-students, etc and gives reliable statistics to enable good planning and budgeting.

13. Ability to define **meals** and their respective costs with option to change the price whenever the need arises.
14. Provide all the required reports and statistics including meals that are selling faster.
15. Incorporate the use of **sound and advanced voice system** that enables ease operation of the system.
16. Provide **audit trail** (log details) of all sensitive transactions.
17. All users working with system account for all the entries they make in the system.
18. Should enable transfer of credits to other members
19. The system should be enabled to use both smart card technology and barcode technology.
20. Generation of statements of accounts for members which can be used in case of disputes.
21. Generate vouchers that will be given to the cook for members to be issued with meals.
22. The Point-of-sale
23. Goods procured, issued and those sold should be available e.g. Daily analysis report
24. Link procurement store to catering sub-store
25. Link catering sub-store to Production
26. Link production to point of sell (P.O.S)
27. online requisition to procurement stores
28. System to carry forward the stock levels in the P.O.S even when there is change of cashiers due to shifts.

## EXPECTED REPORTS

1. Sales per day per cashier
2. Sales per item
3. Any other reports as per clients" needs.
4. Monthly summary
5. Stock level- catering sub-store
6. member statements
7. Productions reports( Daily summary, portion control)
8. percentage wastage report

## APPENDIX 9 - HOSTELS & ACCOMMODATION MANAGEMENT

### 9.1 HOSTEL MANAGEMENT

The module should be able to manage the different stages in the accommodation process of students. The module should also provide links but not limited to what has been indicated below;

## EXPECTED FEATURES

### Student Hostel Management

1. Setup of the system
  - a) Capture hostels and their respective capacities
  - b) Capture rooms and their respective capacities within the hostels
  - c) Capture room rates based on hostel, room and mode of study
  - d) Room rates vary based on hostel, number of students sharing, shared amenities mode of sponsorship (KUCCPS and SSP)
  - e) Have different options for billing eg Per term, per academic year, per day
  - f) Allow for different users with different rights in the system
2. Reservation of rooms by either student or staff
  - a) Limit reservations based on ratios of academic year (e.g. 1<sup>st</sup> year 70% occupancy, etc.)

- b) Limit reservations based on students currently in session only (*link with admissions module*)
- c) Block rooms for persons with disability/ marginalized (*link with admissions module*)
- d) Block rooms for student leaders (*link with student affairs module*)
- e) Block those with disciplinary cases from accessing rooms (*link with admissions module*)
- f) Block reservations to only one reservation per person i.e. using their admission number (*link with web portal so that a student can only book using their account to also eliminate use of wrong admission numbers during booking*)
- g) Automatic billing/invoicing of students on reservations (*link with finance module*)
- h) Payments of reserved rooms to be in the booking process i.e. the process is only complete if the payment has been made and confirmed (*link with finance module on mobile payment options and live updates of the system*)
- i) Reservation of a room should be blocked within that session (session durations can be predetermined e.g. 24 hours) i.e. once I start the booking process, one should not be able to see the slot I have selected until the session is released (not completed). If the session is completed then the slot should appear as reserved and not available
- j) Have the ability to terminate the booking process upon full occupancy of a room and a hostel and send notifications to relevant persons
- k) Send a confirmation email to the student booking
- 3. Allocate reserved rooms to students
  - a) Allocate hostel items per room/student (chair, table, mattress etc.)
  - b) Allow biometric acceptance of the items issued
- 4. Manage students in session
  - a) Allow students to request for repairs (*link with estates module and platform to follow-up a request while cc to Head of Accommodation*)
  - b) Provide complaints/compliments
  - c) Provide other requests
  - d) Act on requests and provide response and follow-up of requests. On completion of a request, student/originator should be able to confirm if request was completed and provide additional comments.
  - e) Enable service level agreements (SLA) to ensure timely attendance to requests and automatic triggers to immediate supervisor if the response time exceeds a set duration
- 5. Clear students once term/session is complete
  - a) Allow surrender of allocated items (provide for signing using biometrics)
  - b) Capture any damages and/or losses (*forward to relevant personelle) for action and link with finance module for surcharge of the discrepancies*)
- 6. Close the Academic Year
  - a) Lock all the transactions for that year and prevent any alterations to the same
  - b) Backup the academic year details for future reference

## EXPECTED REPORTS

- 1. Reservations per hostel per room
- 2. Hostel revenue report per student per room per hostel and cumulative
- 3. Vacancies per room per hostel
- 4. Occupancy Rate
- 5. Occupants by Student Type i.e. PSSP and KUCCPS
- 6. Damages and lost items

## 9.2 ACCOMMODATION STORES MANAGEMENT

- 1. Capture inventory/assets
- 2. Capture consumables as issued from main stores (*link with main stores*)
- 3. Request of items

4. Issue items and receive on return stating conditions where necessary (allow sign capture using sign pad)

### 9.3 ONLINE REPAIR REQUEST

The system to allow users to make request for repairs to estate department

#### EXPECTED REPORTS

1. Item movement
2. Issuance reports
3. Damages and loss reports
4. Stock reports

## APPENDIX 10 - ESTATES MODULE

### DEPARTMENT OVERVIEW

The department is mandated to develop, manage and maintain Institution's infrastructure with the aim of creating a conducive environment for the Institution to fulfil its core mandate.

### 10.1 FACILITIES MANAGEMENT

#### 10.1.1 REPAIRS

##### EXPECTED FEATURES

1. Ability for a user to request for repair, give a brief description of the repair request, its location and classify it as either special request or a normal repair. System should give each repair request a unique number.
2. Ability for Head of Estates (HoE) to assign the request to a Maintenance Officer(s) (MO) and notify the requesting officer that it has been assigned.
3. Ability for the MO to give feedback to the requesting officer and HoE upon assessment, giving the proposed dates the repair will be carried out and the building the repair is being carried out.  
**NB.**MO should have ability to check availability of materials in the store (link with Stores module). If not available, the system should prompt procurement process, link with the process for procuring of goods/services, Link with Finance to vote for availability of funds.
4. The system should prompt the MO to give feedback within specific working days from the date of the repair request.
5. The system should prompt the MO to continue with repair request upon delivery of materials and notify HoE and requesting officer.
6. The ability for the MO to give feedback upon completion to both HoE and the requesting officer within 2 working days from the set completion date.
7. The ability for the requesting officer to give feedback to both MO and HoE within 7 working days after notification of completion.

**NB:** If no feedback is received within the 7 days, the ticket shall be closed and deemed to have been completed successfully.

##### EXPECTED REPORTS

## **Repair reports**

***NB.** The HoE should have the ability to filter the information based on dates, year, MO assigned, type of repair and building.*

### **10.1.2 MAINTENANCE**

#### **EXPECTED FEATURES**

1. Ability for the users to request for maintenance inputs from HoDs, HOSs, Unit Coordinators every year.
2. Ability to view inputs given above.
3. Ability to prepare and/or upload maintenance schedule as per approved template and seek approval from Chief Principal.
4. Upon approval, the system should have the ability to notify assigned MO and relevant, Unit Coordinators, HoSs/HoDs.
5. Ability for the MOs to update status of implementation of each maintenance activity.

#### **Features for outsources maintenance services; -**

1. Ability to schedule for planned maintenance as per service contracts and send notifications to engaged contractors, HoE and assigned MO link with store module for booking of inspection.
2. Ability generate and upload maintenance job cards, checklist and reports.
3. Ability to upload payment certificates for approval by the VC and payment by Finance. Send notification to suppliers, HoE and MO upon payment. Ability to view and print previous payment schedules to suppliers.
4. Ability to notify HoE and assigned MO on expiry of service contracts one month before expiry.

#### **EXPECTED REPORTS**

## **Maintenance reports**

***NB.** The HoE should have the ability to filter the information based on dates, year, MO assigned, maintenance activity and building.*

### **10.1.3 UTILITY BILLS**

#### **EXPECTED FEATURES**

1. Ability to request for utility bills from service providers through emails.
2. Ability to upload the analysed bills and request for approval of payments by the VC.
3. Ability to feed monthly bill information and consumption data and generate reports (mid-year and end year) of the same.
4. For internal bills, ability to generate bills and send to Tenants, DVC-PAF, Finance through emails and notify HoE on status of payments.

### **10.1.4 ASSET MANAGEMENT**

1. Ability to generate and maintain inventory assets for the department for both movable and immovable assets. Link with DVC-PAF module on house allocation.
2. Ability to upload/generate reports and forward to DVC-PAF for approval.

3. Ability to notify procurement on need for disposal of obsolete assets. (link with procurement module on disposal of assets).

## 10.2 CONSTRUCTION OF NEW PROJECTS.

### EXPECTED FEATURES

1. Ability to create a project data comprising the following: -

S/No.	Description
1.	Project Name
2.	Project Number/tender no.
3.	Project Description
4.	Contract Sum
5.	Performance Bond (To notify the project team 1 month before expiry)
6.	Commencement Date
7.	Intended completion Date
8.	Project Consultants <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project Architect</li> <li>• Project Quantity surveyor</li> <li>• Structural Engineer</li> <li>• Electrical Engineer</li> <li>• Mechanical Engineer</li> <li>• Clerk of works</li> <li>• Others</li> </ul>
9.	Contractors <ul style="list-style-type: none"> <li>• Main contractor</li> <li>• Electrical sub-contractor</li> <li>• Mechanical sub-contractor</li> <li>• others</li> </ul>

2. Ability to classify project type; - in-house managed, contracted in-house managed and contracted projects.
3. Ability to upload designs, details and cost estimates to DVC(PAF) for review and forwarding to VC for approval.
4. Get a notification for the approval or otherwise. In the event its approved, prompt the HoE to send tender document to Procurement department for tendering.
5. In the event it's not approved, the process shall start again.
6. Get notification for engagement of contractors and/or consultants and prompt for site handing over.
7. Ability for the HoE to nominate/recommend a project clerk of works to DVC(PAF) for approval. Notify the clerk of works and HoE upon approval.
8. Ability to schedule site meetings, inspections, milestones and send notifications to project team members.
9. Ability to upload reports and circulate to project team members through emails.
10. Ability to upload valuations and payment certificates for approval by the VC and payment by Finance. Send notification to contractor, HoE and Project Manager upon payment. Ability to view and print previous payment schedules to contractors.
11. Ability to generate payment certificates, practical completion certificates, certificate of making good defects. Ability to print and upload the certificates.
12. Ability to prompt for capitalization/removal of the project from work in progress.

13. The system should ensure that the information/attached project details are read-only and are not editable.
14. The system should automatically deactivate the contractor's project account in the contractors'/suppliers' portal

## **EXPECTED REPORTS**

1. Practical completion certificate.
2. Certificate of making good defects.
3. Payment certificates
4. Project progress reports

## **APPENDIX 11 – TRANSPORT/FLEET DEPARTMENT SPECIFICATIONS**

The transport management module aims at

### **EXPECTED FEATURES**

1. The system should be able register all details of the Institution Vehicles;
  - a) Vehicle model and year of manufacture
  - b) Capacity
  - c) Insurance details - date of commence and expiring
  - d) Tyres (serial numbers)
  - e) The system should be able to create a work ticket for each vehicle
  - f) The system should be able to create an account for each driver and a driver should be able to be linked to a particular vehicle.
2. Each driver should be able to be assigned a vehicle and once his duty has ended he signs out by filling in the work ticket thus making the vehicle available.
3. The module should be able to provide yearly duty rota for the drivers and also a safari rota
4. The system should be able to monitor fuel consumption, that is kilometres done per litre on each vehicle and be able to arrest any anomalies
5. The system should be able to generate monthly service repair analysis
6. The system should also manage fuel card for each vehicle and alert/prompt for topping up when almost deprived.
7. At the inception of a journey staff member after confirming the relevance of the journey and getting approval, the next step should be to log on to the transport portal to confirm the availability of the vehicle (capacity) on the date and time and duration its intended to be in use.
8. A user will then fill in a transport requisition form. The form will be indexed and numbered.
9. Once filled in the form will go to HOD/HOS for approval which will be forwarded to Registrar for final approval.
10. Once the registrar has approved, the approval will be forwarded to head of transport.
11. Head of transport will allocate a vehicle and driver to the request and then send it back to the owner of the request.
12. The request will also be copied to Head of Finance to process per diem allowance for allocated driver.
13. The vehicle will then be added to the duty rota which organizes all vehicles and drivers.
14. The system should also be able to record vehicle mileage for each vehicle and alert for service 1000 kms before due mileage and should be adjustable as found appropriate.
15. Be able to analyse monthly fuel consumption, and give comprehensive monthly service cost analysis for each vehicle.
16. To also give monthly repair cost analysis for each vehicle.

17. To be able to show transport requisitions done weekly.
18. To be able to make a duty rota
19. To be able to make a safari rota - especially on out of the county assignment
20. to make a safari rota - especially on out of the county assignment

## **EXPECTED REPORTS**

1. Registered vehicles and all their details.
2. Registered drivers and their work flow.
3. Work tickets for each vehicles.
4. Duty rota weekly, monthly and yearly.
5. Fuel card reports.
6. Transport requisition forms. View status.
7. Available vehicles and booked vehicles and drivers.
8. Mileage reports for each vehicles.
9. Fuel consumption reports for each vehicle (as per sample).
10. Service and repair analysis done and cost analysis of all repairs (as per sample).
11. View safari rota and duty rota.

## **APPENDIX 12 - LIBRARY**

### **Department Overview**

Library services that is reprographics, issuance, laptop verification, student registration

## **EXPECTED FEATURES**

### **12.1 REPROGRAPHICS**

Self-printing, scanning and copying

- a) Create an account
- b) Select service from menu
- c) Pay for service from the items selected
- d) Print, scan and photocopy

**Payment must be done before printing**

### **12.2 BOOK ACQUISITION**

1. Library to send out request to lecturers and students requesting them to suggest books. Must include Programme, unit code and title, author, date of publication, publisher, ISBN and price
2. Lecturers to suggest books and send suggest items to the library
3. Library to confirm the correctness of the entries and insert the price
4. Library send the revised list to HoD for approval.
5. CoDS send the list to the library
6. Library sends the list to Registrar, Chief Principal for approval
7. Students registration; Ability to **import** new student data and photo from the ERP and **export** it to Koha
8. Self-Laptop verification; Ability to check in and out laptop at entrance to confirm ownership verification
9. Book security; Ability to detect books that are not dully issued through Koha as the student leave the library.

## **EXPECTED REPORTS**



## **OTHER FEATURES**

1. Ability to self-print
2. Ability to facilitate book acquisition process
3. Ability to **import** data from ERP and **export** to Koha
4. Ability to track students/staff laptop getting in and out of the library
5. Ability to detect books/materials getting out of the library not having been issued

## **APPENDIX 13 - CORPORATE AFFAIRS MODULE**

The Corporate Affairs Office is responsible for corporate communications – internal and external, government relations, public affairs, community relations and stakeholder relations. The office is responsible for managing the stakeholder landscape of the Institution. The Corporate Affairs Office helps to tell Meru National Polytechnic story through communication, publicity and marketing strategies that help promote the vision, mission, programmes, activities and the unique experience one will find at the Institution.

As the image and brand promoter of the Institution, the Office charts strategic pathways for cultivating and building an internal and external foundation of goodwill and positive image for the Institution in line with the Institution's vision and mission. The staffing comprises of creative and innovative administrative officers, media professional, editorial staff, public relations and communication staff working in the following areas:

1. Corporate Social Responsibility
2. Corporate Branding
3. Corporate Communication, updating information about the institution
4. Public Relations – Reception and courtesy, guided tours
5. Media Relations
6. Public and Marketing
7. Design and Publications
8. Production of branded material, brochures,
9. Production of newsletter and magazines, news gathering, writing and editing
10. Photographic services/Video/Documentary production
11. Protocol, corporate events coordination and management
12. Organizing and participating in Exhibitions, careers fairs
13. Managing the Institution official social media channels
14. Corporate policies development and implementation
15. Website publications, update of news and other pictorial content on the
16. Institution's website.

The proposed Corporate Affairs modules will include:

### **13.1 MEETING DASHBOARD**

#### **EXPECTED FEATURES**

1. Ability to have centralized meeting-related information, including schedules, agendas, attendees, and meeting minutes.
2. Ability to sync with individual calendar.
3. Ability to avoid double - invite

### **13.2 BOARDROOM RESERVATIONS**

#### **EXPECTED FEATURES**

1. simplify the booking process for employees, hence reducing administrative burden and saves time.
2. Prevention of double bookings and conflicts in boardroom reservations.

3. Notification and Reminders: send automated reminders to both the booking party and the room administrator, reducing no-shows and increasing accountability.

### **13.3 TRANSPORT REQUISITION**

#### **EXPECTED FEATURES**

Allow requests to be submitted and approved electronically.

### **13.4 GRAPHIC DESIGN REQUEST MODULE**

#### **EXPECTED FEATURES**

1. Ability to receive content for design and layout.
2. Ability to know the necessary approvals: - Registrar or Source Department/School
3. Allocation of designers
4. Tracking the progress of the designs.

#### **EXPECTED REPORTS**

##### **Meeting Dashboard**

1. Meeting Schedules: Reports displaying upcoming meetings, their dates, times, and locations.
2. Meeting Room Utilization: Reports on the usage of meeting rooms and their availability.
3. Meeting duration: Reports on the duration taken in the meetings.

##### **Boardroom Reservations:**

1. Boardroom Booking Status: Reports displaying the current status of boardroom reservations (booked, available, etc.).
2. Boardroom Utilization: Reports showing the occupancy rates and usage patterns of boardrooms.
3. Boardroom Reservation History: Reports providing historical data on boardroom bookings.
4. Boardroom Conflict Resolution: Reports identifying any conflicts or double bookings in boardroom reservations.
5. Boardroom Booking Trends: Reports illustrating booking trends over specific periods (e.g., months, quarters).

##### **Transport Requisition**

1. Transport Requests: Reports listing all submitted transport requisitions, including request details and dates.
2. Transport Approval Status: Reports indicating the approval status of each transport request.
3. Transport Expense Reports: Summaries of transport-related expenses, categorized by date or purpose.

##### **Graphic Design Request Module**

Quarterly Design and Layout reports