UNIVERSITY OF NAIROBI PENSION SCHEME 2007

SUPPLY, CONFIGURE, TEST AND COMMISSIONPENSION ADMINISTRATION ENTERPRISE RESOURCE PLANNING SYSTEM FOR UNIVERSITY OF NAIROBI

PENSION SCHEME 2007

TENDER No. UONPS/T/01/2021

DATE OF NOTICE: TUESDAY JULY 13, 2021

CLOSING DATE: WEDNESDAY JULY 28, 2021 AT 10.00 AM

Public Procurement and Asset Disposal Act 2015

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INVITATION TO TENDER

FROM: UNIVERSITY OF NAIROBI PENSION SCHEME 2007

SUBJECT: SUPPLY, CONFIGURE, TEST AND COMMISSION PENSION ADMINISTRATION ENTERPRISE RESOURCE PLANNING SYSTEM FOR UNIVESITY OF NAIROBI PENSION 2007

TENDER NO: UONPS/T/01/2021

1. The University of Nairobi pension Scheme invites sealed tenders for **Supply, Configure, Test and Commission Pension Administration Enterprise Resource Planning System for University of Nairobi Pension 2007**

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

3. A complete set of tender documents may be obtained **free of charge** by interested tenders electronically from the Procurement Website (procurement.uonbi.ac.ke) or PPIP website http://tenders.go.ke). More details on the Services are provided in **PART 2 - Services' Requirements,** Section V - Description of Services of the Tender Document

4. Tenderers who download the tender document must forward their particulars immediately to manager-procurement@uonbi.ac.ke to facilitate any further clarification or addendum.

5. All Tenders must be accompanied by a *"Tender Security"* of **Kshs. 500, 000** *in any of the following forms;* a bank guarantee; a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; a letter of credit; or guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

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

7. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Unipen Apartments, Hurlingham 3rd Floor on or before **10.00 A.M. on 28th July 2021. Electronic documents will not be permitted.**

8. Tenders will be publicly opened immediately thereafter the deadline date and time for submission of tenders in the presence of the Candidates or their representatives who choose to attend at the University of Nairobi Pension Scheme 2007 Board room located at the Unipen Apartments, 3rd Floor Hurlingham.

9. All Tenders must be in one **original** plus **Two-2 copies** properly filled in, and enclosed in plain sealed envelopes must be delivered to the address below and marked:

10. Late tenders will be rejected.

MARY M.KARIUKI

Ag.PROCUREMENT MANAGER

SECTION I -INSTRUCTIONS TO TENDERERS

A.   General

1.   Scope of Tender

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

2.   Throughout this tendering document:

The terms:

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

b)   if the contexts or esquires, "singular" means "plural" and vice versa; and

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

2.2   The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3.   Fraud and Corruption

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

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

3.3   Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. 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 the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or

f   or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or

g   would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h   has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:

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

   ii.   Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4   A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

4.5   A Tenderer may have 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

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

4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

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

5 Qualification of the Tenderer

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

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

B. Contents of Tendering Document

6 Sections of Tendering Document

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

PART 1: Tendering Procedures
i)   Section I - Instructions to Tenderers (ITT)
ii)   Section II - Tender Data Sheet (TDS)
iii)   Section III - Evaluation and Qualification Criteria
iv)   Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements
v)   Section V-Procuring Entity's Requirements

PART 3: Contract

vi)   Section VI - General Conditions of Contract (GCC)

vii)   Section VII - Special Conditions of Contract (SCC)

viii)   Section VIII - Contract Forms

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

6.3   Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

1.   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 at 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. Non attendance 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 a 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, sub mitted 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)   a bank guarantee;

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

   iii) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

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

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

   a. If a Tenderer withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or

   b. if the successful Tenderer fails to:

   c. sign the Contract in accordance with ITT 46; or

   d. Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the

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

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

22 Format and Signing of Tender

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

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

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

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

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

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

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

   a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and

   b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and

   c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:

   i. in an envelope or package or container marked "ORIGINAL–ALTERNATIVE TENDER", the alternative Tender; and

   ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

   The inner envelopes or packages or containers shall:

   a) Bear the name and address of the Procuring Entity.

   b) Bear the name and address of the Tenderer; and

   c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the University of Nairobi Pension Scheme 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 submit their document as indicated 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 ITT 25.1).

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

E. Evaluation and Comparison of Tenders

28 Confidentiality

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

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

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

29 Clarification of Tenders

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

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

30 Deviations, Reservations, and Omissions

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

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

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

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

31 Determination of Responsiveness

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

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

a) If accepted, would:

      i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

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

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

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

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

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

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

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

32   Arithmetical Errors

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

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

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

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and

c) If there is a discrepancy between words and figures, the amount in words shall prevail

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

33   Conversion to Single Currency

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

34   Margin of Preference and Reservations

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

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

35 Evaluation of Tenders

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

a) Substantially responsive to the tendering document; and

b) The lowest evaluated cost.

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

a) Price adjustment due to discounts offered in accordance with ITT 16.4;

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

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance withITT33; 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 maybe.

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

38 Unbalanced and/or Front-Loaded Tenders

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

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

   a) Accept the Tender; or

   b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or

   c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or

   d) Reject the Tender.

39 Qualification of the Tenderer

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

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

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

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

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

F. Award of Contract

43 Award Criteria

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

42 Notice of Intention to enter in to a Contract

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

   a) The name and address of the Tenderer submitting the successful tender;

   b) The Contract price of the successful tender;

   c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;

   d) the expiry date of the Stand still Period; and

   e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

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

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

44 Debriefing by the Procuring Entity

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

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

45 Letter of Award

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

46 Signing of Contract

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

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

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

47 Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or 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 Complaint

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

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is : **UONPS/T/01/2021** Procuring Entity is: University of Nairobi Pension Scheme 2007 The name of the ITT is: **SUPPLY, CONFIGURE, TEST AND COMMISSION PENSION ADINISTATION ENTERPRISE RESOURCE PLANNING SYSTEM FOR UNIVESIUTY OF NAIROBI PENSION SCHEME**
ITT 1.2(a)	**Electronic –Procurement System - N/A**
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender conference N/A
ITT 8.2	**The questions/clarifications in writing**, to reach the Procuring Entity on manager-procurement@uonbi.ac.ke or uonps@uonbi.ac.ke not later than 22nd **July 2021 at 10:00am,**
ITT 9.1	The Procuring Entity shall also promptly publish response at the website: procurement.uonbi.ac.ke
	C. Preparation of Tenders
ITT 14.1	Alternative Tenders ***shall not be*** considered.
ITT 14.2	Alternative times for completion shall not permit.
ITT 14.3	Alternative technical solutions shall not be permitted
ITT 15.1	Alternative tenders shall not be permitted
ITT 15.2	Alternative times for completion are explicitly **not invited.**
ITT 15.3	Alternative technical solutions for specified parts of the Services will not be allowed
ITT 16.7	The prices quoted by the Tenders be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 120 days.
ITT 21.1	A Tender Security in Kenya Shillings shall be required. All Tenders must be accompanied by a *"Tender Security"* of ***Kshs. 500, 000*** *in any of the following forms;* a bank guarantee; a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; a letter of credit; or guarantee by a deposit taking micro-finance institution, Sacco society, the Youth

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Development Fund or the Women Enterprise Fund
ITT 21.3 (a)	The Contract price shall NOT be adjusted

ITT 22.1	**Submit One Original and 2 copies of the Tender:**
	
	Two Envelope System (Envelope A) **Technical proposal** -This shall contain NO **indication of tender price and (Envelope B) Financial submission) sealed in two separate envelopes clearly marked Envelope A and Envelope B.**
	    i. Only Technical submissions will be opened on the date of tender opening.
	    ii Only tenders that are responsive to the mandatory requirements and technical shall have their financial submissions opened.

	D. Submission and Opening of Tenders
ITT 24.1	**The deadline for Tender submission is:** Date: *28ᵗʰ July, 2021, Wednesday* Time: *10:00 a.m.* The tender should be submitted in the required format; i.e. Technical Proposal(envelope A) and Financial Proposal (Envelope B) Separately. Tenderers *shall not* have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at: *at Unipen Apartments , 3ʳᵈ Floor, Hurligham , Nairobi on 28ᵗʰ ˢᵗ July, 2021,Wednesday at 10:00 am*
ITT 27.2	The successful bidder will be required to provide a performance security of **10%** of the contract sum.
E. Evaluation and Comparison of Tenders	
ITT 34.1	Margin of preference not allowed
ITT 35.2 (e)	Additional evaluation factors shall include the **Product Demo**
	F. Award of Contract

ITT 49.1	The procedures for making a Procurement enquiry is are available from manager-procurement@uonbi.ac.ke or uonps@uonbi.ac.ke
	For the attention: *[insert full name of person receiving complaints]*
	Title/position: *[insert title/position]*
	Procuring Entity: University of Nairobi Pension Scheme
	Email address
	In summary, a Procurement-related Complaint may challenge any of the
	following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

1. General Provision

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

    a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.

    b) Value of single contract-Exchange rate prevailing on the date of the contract signature.

    c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

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

1.3 Evaluation and contract award Criteria

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

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender

Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be
considered non- responsive and will not be considered
further.

Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:

Instructions to Bidders	Instructions to Bidders	Bidders Compliance/ Submitted	
		YES	**NO**
Eligible tenderers	This invitation to tender is open to all tenderers who meet requirements as indicated in this tender document who shall demonstrate Technical and Financial capability to execute the works envisaged in this tender document.		
Language of Tender	The Language of all correspondence and documents related to the Tender is: **English**		
Contract Completion period	The preferred contract completion / implementation period is twelve (12) months from the date of contract signing		
Tender Currency	Prices shall be quoted in Kenya Shillings		
Particulars of tender security	Kshs 500,000 in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document.		
Format and Signing of Tenders	Tenders shall be submitted in a two-envelope system (Envelope A - Technical Submission and Envelope B - financial Submission) sealed in two separate envelopes clearly marked Envelope A andEnvelope B. **Envelope A shall contain NO indication of the tender price or other financial information of the bid (Mandatory)**		
Instructions to Bidders	**Instructions to Bidders**		

Deadline day, date and time for submission of tenders	**10.00 A.M. on 28th JULY 2021**		
Opening of Tenders	i. Only technical submissions will be opened on the date of tender opening. ii. Only tenders that are responsive to the mandatory requirements and have attained the technical submission evaluation shall have their final submissions opened.		
Preliminary Evaluation	The Technical Submission shall: **i.** Have table of contents page(s) clearly indicating Sections and Page Numbers **(Mandatory).** **ii.** Have pages in the whole document including attachments and appendixes numbered in the correct sequence, serialized and initialed or signed **(Mandatory).** **iii.** Shall be firmly bound and should not have any loose pages **(Mandatory).** **iv.** Shall be submitted in one original and two copies of the original **(Mandatory).** **v. Envelope A shall contain NO indication of the tender price or other financial information of the bid (Mandatory)** The Technical submission shall contain the following documents; clearly marked and arranged in the following order i. Particulars of Tendering Company to include: **a.** Company background **(Mandatory).** b. Postal and physical address of the business **(Mandatory).** **c.** Email addresses **(Mandatory).** d. Certificate of registration/Incorporation **(Mandatory).** **e.** Valid/Current Tax Compliance Certificate from relevant Authorities where the business operations of tenderer is domiciled **(Mandatory).**		
Instructions to Bidders	**Instructions to Bidders**		

	f. Valid/current Business Permit where the business operations of tenderer is domiciled **(Mandatory).** **g.** CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable**(Mandatory).** **ii.** The bidder must be the owner of the software or **Gold Partnership certification or above with manufacturer together with a manufacturer's authorization in the format provided in this tender. (Mandatory).** **iii.** Written confirmation from the vendor that the system will have a one-year warranty **(Mandatory).** **iv.** The vendor to provide written undertaking of the ability to provide system maintenance for the next ten years **(Mandatory).** **v.** The vendor must provide a draft sample Service Level Agreement **(Mandatory).** vi. The bidder to provide evidence, prove of having **undertaken and fully implemented and commissioned similar works over the last five years in THREE (3) Pension Schemes,** and request those Pension Schemes to write directly to the Scheme with reference letters where the vendor has fully implemented Enterprise Resource Planning solutions addressed to the Scheme Administrator, University of Nairobi Pension Scheme 2007. Two of the reference sites must be in public sector affiliated pension schemes.**(Mandatory)** **vii.** Written confirmation to provide operator and technical manuals for the system and any other item and information that the Tenderer considers may support his technical proposal**.** viii. Tender security of 500,000 (Ksh) in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority		

Instructions to Bidders	Instructions to Bidders		
	(PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document. **(Mandatory).**		
	ix. Written confirmation by the tenderer that Public Procurement Regulatory Authority (Mandatory) has not debarred the firm**.**		
	x. Complete the attached Confidential Business Questionnaire **(Mandatory).**		
	xi. Complete the attached Anti-Corruption Declaration form**. (Mandatory).**		
	xii. The bidders must submit latest three-year Audited financial statements. The financial statements submitted should be audited by a registered auditor and certified as true copies of the originals and should comprise but not limited to: - a statement of financial position, a statement of profit or loss and other comprehensive income, a statement of cash flows, a statement of changes in equity and explanatory notes to the accounts. Financial statements shall not be fabricated for tendering purposes and bidders who do not comply with this requirement shall not be considered for further evaluation.		
	xiii. Details of Warranty (defects liability) period of two (2) years covering warranty obligations of the vendor and customer and clearly set conditions under which warranty claim is valid or void **(Mandatory).**		
	xiv. Vendors Detailed Defects liability period support plan to include; **(Mandatory).**		
	a. The Vendor's service staffs to be availed on site within 72 hours of notification in case of a defect / breakdown. **(Mandatory).**		
	b. This shall incorporate the manufacturers		

Instructions to Bidders	Instructions to Bidders		
	Customer Service Action Plan complete with timelines in dealing with client requests and escalation procedures (**Mandatory**).		
	xv. Written undertaking of Upgradeability of the ERP software incorporating relevant modifications and improvements (**Mandatory**).		
	xvi. Written confirmation from the bidder that the system can be configured in house after consultants' commissioning where client users will have access rights to configure the system i.e. the system should not be hard coded. **(Mandatory).**		
	xvii. Written confirmation from the bidder that the bidder will provide onsite twelve (12) months post implementations support as part of this contract. **(Mandatory).**		
	xviii. Written confirmation from the bidder that the integration with other systems will not be hard coded i.e. seamless portal integration. **(Mandatory)**.		
	xix. Written confirmation from the bidder that the Enterprise Resource Planning System will have three (3) environments (**Mandatory**). i.e. • Development / Configuration environment • Testing / Training environment • Live/ Production environment		
	xx. Provision of Sample Service Level Agreement and Annual Technical Support Service Contract **(Mandatory)** Including: a. Detailed description of service deliverables b. Detailed work plan indicating who will do what and when c. Detailed implementation methodology d. Definition of performance standards the scheme expects		

Instructions to Bidders	Instructions to Bidders		
	e. Ongoing Reporting mechanism for measuring the expected performance standards f. Remedial mechanism and compensation where performance standards are not achieved g. Mechanism for review and change of service levels over the contract period h. Right to terminate the contract where performance standards fall consistently below the set levels.		

	i. Bids will first be subjected to MANDATORY TECHNICAL SPECIFICATION EVALUATION before they are evaluated in the other NON-MANDATORY Technical Specifications.
	
	ii. Technical Specifications
	      ▪ ERP System with the following components
	            ▪ Pension Administration
	            ▪ Investment Management
	            ▪ Financial Management (General Ledger, Accounts Receivables, Accounts Payables, Asset Accounting and Management Accounting)
	            ▪ Requisition for Activity Approval i.e. self-service portal
	            ▪ Human Resources & Payroll modules for both IDD pensioners and internal secretariat staff payroll
	            ▪ Portal for Trustee/Sponsor and members
	            ▪ Portal for service providers
	            ▪ Self Service Web portal integrated with the proposed solution
	            ▪ Ability to run periodic IDD's		

Instructions to Bidders	Instructions to Bidders		
	payroll i.e. partially, monthly, quarterly,yearly etc ■ Dashboard on compliance reporting to be availed for all ■ Allow members to initiate claims online and tracking through workflows with timestamp on who ishandling the issue and what are the details. ■ The system must have member portal, HR Portal & Trustee portal,which is web based. ■ Provision of a clear technical design of the solution including Application and Infrastructure architecture. ■ Integration with other systems including an existing EDMS withrelevant scanning hardware ■ Integration with various paymentmodules including mobile money ■ Systems Security ■ Reporting capability **iii.** Vendor's experience of implementingEnterprise Resource Planning Solutions to Pension Scheme – installation, configuration, testing, commissioning and maintenance of Enterprise Resource Planning system and thefirm's capability to offer seamless integration with other systems. • Experience in three (3) sites within Kenya with at least two (2) from Public Sector Pension Schemes where installations and successful commissioning have been done in the last five years. Vendor to request those clients to provide directly to the Scheme reference letters addressed to the Scheme Administrator, University of Nairobi Pension Scheme 2007 and Completion Certificates or contracts, or any other supporting documents to be provided. Sites provided must employ a similar solution as per specifications provided inthis tender document. **Site Visit will be requested to prove the same before opening of the financial bids.**		

Instructions to Bidders	Instructions to Bidders		
	iv. Academic and Professional Qualifications of three Key staff. Curriculum vitae and Copies of professional and academic certificates of **three Key staff** proposed for the assignment should be provided • Project Manager should possess a master's degree in Information Technology and the Business Analyst and Software Developer should possess a degree in Information Technology • The Curriculum vitae must be signed by both the Staff and Chief Executive officer of the bidding company and must state the staff shall be available for the full duration of the contract. **v.** Experience of key staff in terms of years of work and similar projects implementation ▪ Project Manager – 10 years with experience in at least three (3) projects of similar nature and size ▪ Business Analyst – 5 years with experience in at least two (2) projects of similar nature and size ▪ Software developers – 5 years with experience in at least two (2) projects of similar nature and size vi. Detailed work plan indicating who will do what and when providing key project milestones with a detailed implementation methodology and responsibility with a completion period twelve **(12)** months including twelve (12) months post go live. ▪ Project Initiation – Process discovery and documentation involving data preparation, business process mapping, project team members ▪ Blueprint development (Prototype paper) i.e. processes, workflows and data documented and signed off. ▪ Client Training		

Instructions to Bidders	Instructions to Bidders		

	▪ Configuration
	▪ Testing
	▪ Training and testing
	▪ Pre go - live
	▪ Go live
	▪ Post go live support
	
	vii. Detailed Training Proposal for technical andoperational staff - **10 Marks**
	
	viii. Analysis of financial strength of the bidder
	   ▪ Audit Opinion
	   ▪ Profitability
	   ▪ Liquidity
	   ▪ Gearing		

Pass in Mandatory Technical Evaluation to proceed to Financial Evaluation	Only tenders that are responsive to the mandatory requirements and technical evaluation shall have their financial submissions opened. The winning bidder will be required to do a presentation on the operation of all modules.		
Award of the Tender	The highest ranked bidder combining both technical and Financial score will be awarded the contract after presentation and negotiations. The formulae for determining the Financial Score(Sf) shall, unless an alternative formulae isindicated in the Appendix "ITC", be as follows:- $Sf = 100 \times {}^{FM}/F$ where Sf is the financial score; Fmis the lowest priced financial proposal and F is the price of the proposal under consideration.Proposals will be ranked according to theircombined technical *(St)* and financial *(Sf)* scoresusing the weights *(T*=the weight given to theTechnical Proposal: *P* = the weight given to theFinancial Proposal; *T + p = I)* indicated in theAppendix. The combined technical and financialscore, S, is calculated as follows:- $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited fornegotiations.		

Instructions to Bidders	Instructions to Bidders		
Particulars of Performance Security	The successful bidder will be required to provide a performance security of 10% of the contract sum.		

Envelope B shall contain:

    i. Form of Tender **(Mandatory).**

   ii. Schedule of Prices **(Mandatory).**

  iii. Service Contract Costs

STAGE 2: TECHNICAL EVALUATION CHECKLIST

SCOPE OF WORK FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PENSION ADMINISTRATION ENTERPRISE RESOURCE PLANNING SOLUTION

The appointed Consultant will be expected to automate the core processes of the Pension Scheme Secretariat to achieve the stated objectives. The following processes shall be implemented at the minimum: The project will entail the following:

    i.   Supply, Installation, Testing and Commissioning of Pension Administration Enterprise Resource Planning Solution incorporating the following fully integrated modules
- a. Pension/IDD Administration modules
- b. Investment Management module covering both Property and Financial Assets
- c. Financial Management Modules
- d. Human Resources Modules and Secretariat Staff Payroll Module
- e. Institutional calendar Module
- f. Asset Management module covering requisition, maintenance, disposal and accounting
- g. Project Management administration and accounting
- h. Customer Relationship Module for Issue Tracking and escalation
- i. E-board Module for Trustee Meetings
- j. Online elections for Members and E-voting during Trustee Board meetings

   ii. Data Extraction from our Current database, Cleanup, andimportation to the new ERP ALL the data currently held

  iii. Training of users on all the modules

  iv. Commissioning and documented handover over

   v. Warranty Obligations for two-year post implementation period

<blockquote>
vi.   Implementation of Service contracts for 2 years' renewable upon satisfactory support. If contract is not renewed, the source code can be shared to a new vendor to improve and support us on the system.
</blockquote>

The contract should be completed within a period of twelve months from the date of signing the contract.

SPECIFICATIONS

The Technical Specifications for the Pension Scheme Enterprise Resource Planning (ERP) Solution are detailed below:

Bidders will be required to pass all Mandatory Technical Specifications for the Enterprise Resource Planning Solution before being evaluated further in the other technical specifications.

Bidders must provide a response to each of the requirements stated below

Bidders to respond to each requirement on the space provided on the sheet with a "Y" if your solution meets the Mandatory requirement referred in the compliance column as M. Bidders should respond with an "N" if their solution does not meet the requirement. The criteria marked "o" is optional but bidders will be required to respond whether their system complies or not.

A response of "N" to any of the mandatory requirements shall disqualify the bidder and the firm shall not be evaluated further.

Number	Requirement description	Compliance	Conformity to all requirements (To be completed by the Tenderer)	
A.	**GENERAL REQUIREMENTS**		**Submitted**	
			YES	NO
1	The implementation will be done at the University of Nairobi Pension Scheme 2007 offices at Unipen Apartments, 3rd Floor Hurlingham	M		
2	The ERP system shall be proprietary software andnot open source. The System shall be configurable by the staff after implementation.	M		
3	The set of applications shall be by one software manufacturer. University of Nairobi Pension Scheme 2007 will not accept different software vendors.	M		
4	The proposed solution must be accessible to users remotely and securely through the internet i.e. web based	M		

5	The System architecture shall provide for two dummy environments to allow users to configure, test the system before transporting the changes to the live environment. They should be the same.	M		
6	The proposed solution shall be capable of importing data from files formatted in common formats such as XML, MS Word, PDF, Excel, CSV, Access, etc.	M		
7	The proposed solution must integrate with the Microsoft Active Directory and Microsoft Exchange to allow for sending of alerts and other information to targeted recipients.	M		
8	The proposed ERP solution shall have an interface with the ability to integrate with other system using SOAP, Odata and REST (Json) protocols. All integrations shall be via a Portal Integration interface and not hard coded.	M		
i	Outlook email client / MS Exchange Server,	M		
ii	Microsoft Active Directory, Directory Services	M		
iii	Microsoft Office Applications,	M		
iv	PDF Viewers	M		
v	Electronic Banking Interface	M		
9	The proposed ERP solution at a minimum must have the following on Employee Self Service:	M		
i	Leave management: Leave application, approval and viewing of leave balances.	M		
ii	Staff advance/ imprest, application and surrender.	M		
iii	Requisition of goods/services by staff.	M		
10	The bidder must be ready to enter into a contract with the client with regard to warranty, support and annual preventive maintenance services.	M		
11	The web-based application must have capability for browser scalability in terms of font size adjustment.	M		
12	Confirm all the intellectual property in terms of ERP customization and ownership of this software's is transferred to client upon completion of payments of the software cost.	M		
B.	**PENSION/IDD MANAGEMENT**			
1	**General**	M		

1.1	Ability to seamlessly integrate with the following modules:	M		
i	Financial Management system	M		
ii	General Ledger,	M		
iii	Accounts Receivable	M		
iv	Accounts Payable	M		
v	Cash Management	M		
vi	WEB Portal	M		
vii	Mobile Applications	M		
viii	Document Management System	M		
ix	The system must have capability to generate quarterly Administrators Report for presentation to the Board.	M		
2	**Member Management**			
2.1	This module must have the facility to register and maintain the following member's particulars with maker checker and audit trail of before and after values with timestamp of who made what changes	M		
i	Member /Payroll number	M		
ii	Facility for computer generated code number	M		
iii	Member's First Name	M		
iv	Last Name	M		
v	Other names	M		
vi	Gender	M		
vii	Date of Birth	M		
viii	Nationality	M		
ix	Telephone Number	M		
x	Members email address	M		
xi	National Identification Number and PIN	M		
xii	Kenya Revenue Authority PIN	M		
xiii	Date of first appointment	M		
xiv	Designation	M		
xv	Date of joining the scheme	M		
xvi	Next of kin (scanned photograph)	M		
xvii	Member marital status-Single, Married, Separated, Divorced, Widow	M		
xix	Member's spouse name<if married>	M		

	Capture beneficiary details in full i.e., Names of beneficiaries, Relationship with member, DOB, ID Number, percentage allocation. This details must be updated online by the member through the member portal and form downloaded, signed and uploaded by the member The system should allow the member edit some member details via the portal, the changes shall appear on Officer's Incharge of member data Dashboard for approval or editing before it takes effect. When a member changes bio data via the portal, the officer should be able to approve, Edit or Reject, In case of rejection we should have a slot to input the reason for rejection.			
xx	Children under 21 years	M		
xxi	Payroll number	M		
xxii	Scanned photograph and finger prints	M		
	Member expected retirement date)	M		
xxiii	Member current age)	M		
xxiv	Membership contributions status (active, inactive, suspended or other)<**user defined**>	M		
xxv	Name of current Sponsor	M		
xxvi	Member's basic salary (current)	M		
xxvii	Member previous Sponsors-**provide flexible number of fields.**	M		
xxviii	Member's last contribution	M		
xxviiii	Member's account balance-cumulative to date	M		
xxx	Cessation date or transfer details	M		
xxxi	Cessation/transfer reason<**user defined coded reasons**>	M		
xxxii	Member statements should have department column which is imported during contributions upload, and user should be able to print statement per departmental batches	M		
2.2	The system should be able to accommodate different categories of contributions<user defined coded categories> Different Contribution categories	M		
2.3	The system must provide a facility to validate the existing data against the new entries e.g. last month	M		
	salary against current month, last month member's list to current month members list etc.			

2.4	The search facility should enable users to search for members records held within the database based on key demographic data and export the data.	M		
2.5	That sufficient data items are stored in order to be able to fulfil any legislative or regulatory requirements	M		
2.6	The Solution should facilitate different member sets that are linked to be easily identified i.e. a member record with related dependents' records, a pension debit and credit member etc.	M		
2.7	The system must have a facility for **online votin**gon scheme agenda, trustee elections and annual general meeting with real time graphical reports with filters, sorting, export etc	M		
2.71	System should have functional USSD feature for mobile voting via a short code	M		
2.72	Systems should also allow url based voting, if you vote by USSD short code then you cannot vote again by web/url	M		
2.73	The system should allow for three or more different voting registers, teaching, non teaching and grade I-IV voting register each with voters categorised by polling stations(colleges).	M		
2.74	The system should not allow any member to vote if they have not been added by the administrator on that specific register	M		
2.75	The system can only allow a member to vote once within each register where they have been added	M		
2.76	System should allow a member to only vote for candidates in his/her category	M		
2.77	The system should have a real time dashboardshowing results in real time depicted in bar graphs ranking candidates with drill down showing detailed results at polling station both for teaching, non teaching and grades i-iv elections in separate dashboards exportable to pdf/excel	M		
2.78	The system should capture a timestamp (date and time) when a member voted, their mobile number, candidate voted for and gps location where the voter voted from etc	M		
2.79	All possible ad hoc reports showing different election results should be graphical bar charts with drill down to excel listing	M		

2.8	The web portal for voting must allow a user to sign in using their check no/id as created by IT administrator	M		
2.9	The system must be capable of generating a report on members who have voted and how they have voted as per the voting stations	M		
2.10	The system must generate a summary report of the voting process	M		
2.11	The system must have a facility for capturing and use of members biometrics and the system to validate their fingerprints during census by comparing their scan to what is on the system.	M		
2.12	Ability to exempt a member from tax computation and tick in their profile reasons with attachment for tax exemption with a specified cut-off date then a reminder shall be send to customer care dashboard on reminders to renew kra tax exemption certificate	M		
3	**Contribution Management**			
3.1	Sponsors are supposed to submit to Scheme every month the member's contribution remittance schedule detailing each employee/member basic salary, contribution, and Sponsor contribution and total contribution. The contribution management therefore must be able to maintain the following information.	M		
i	Sponsor code number	M		
ii	Each contributor's payroll number and details as listed below.	M		
iii	Period covered (Contribution for the month of)	M		
3.2	To avoid re-keying the same information every month, the following members' information should be picked automatically by the system from previous month record and they became default for the current month:	M		
i	Sponsor name	M		
ii	Members' name in full	M		
iii	Member's monthly salary	M		
	Members Department	M		
iv	Member's standard contribution rate	M		
v	Member's standard contribution amount	M		
vi	Sponsor's standard contribution rate	M		
vii	Sponsor's standard contribution amount	M		
viii	Member's supplementary contribution amount	M		
ix	Total contribution per individual for the period	M		
x	Total organization contributions for the period	M		

xi	Total cumulative contribution per individual to date	M		
xii	Total cumulative organizations contributions to date.	M		
xiii	Total organization contribution difference from previous period	M		
xiv	Total member's contribution difference previous period	M		
xv	Total number of employees	M		
3.3	The system must have a facility for reconciliations of contributions and number of members. Differences will be obtained by comparing the current month contribution schedule brought by the Sponsor against the existing schedule in the system i.e. previous month replicated contribution schedule. This reconciliation should be done electronically from the data obtained from the sponsor in whichever format.	M		
3.4	Reasons for the contributions/Total employees' difference (e.g. new employees, change in salaries, retirees' etc. should be noted and reported)	M		
3.5	Sponsor mode of payments: e.g. by cheque, bank transfer, by cash, MPESA, standing orders and others etc.	M		
3.6	The system must have capability to record the following:	M		
i	Custodian Bank Details	M		
ii	Cheque (received) number and bank	M		
iii	Receipt (issued) number	M		
iv	Amount	M		
iv	Receipt issue date	M		
3.7	Facility to put on hold a contribution schedule prior to posting	M		
3.8	Ability to allocate pension contributions to individual accounts (members' accounts) once the contribution schedule is complete and balanced.	M		
3.9	Ability to warn when remittance received exceed or fall short of monthly contribution or from whichever irregularities arising from indifferences	M		
3.10	For contributions collected through EDI the system should be able to compare previous months remittance to the current month and report any discrepancies	M		
3.11	Track Registered and Unregistered Contributions Separately per member and for the scheme	M		

3.12	The system must be able to generate reports of contribution giving breakdown:	M		
i	Members per scheme combining employee and employer	M		
	Members per scheme showing employee and employer's separately and total for employee and employer year to date	M		
	Members per scheme showing employee and employer's separately and total for employee and employer cumulatively	M		
ii	Registered and unregistered contributions per member per year and year to date	M		
iii	Registered and unregistered contributions per member cumulatively	M		
iv	The system must provide contribution reports downloadable in various format e.g. PDF, Excel	M		
v	Contribution trends report for all individual and all members	M		
4	**Bulk Processing**			
4.1	Facility to import new member details	M		
4.2	Annual posting of employees' contributions (all classes) and pensionable pay	M		
4.3	Early leavers (actives to deferred benefit or refund)	M		
4.4	Retirements (early, late, ill health, flexible and normal)	M		
4.5	Whether there is a facility to allow member recordsto be automatically updated in bulk on the processing of an electronic file	M		
4.6	No manual intervention required for bulk processing	M		
4.7	How the Solution ensures consistency of memberdata using validation and verification methods (i.e. update failure message, errors and warnings)	M		
4.8	Confirmation that bulk processes are discrete transactions and should not affect any other transactions in progress unless a failure occurs	M		
4.9	That all bulk processing will permit validation prior to updating the Solution	M		
4.92	Facility for batch statement printing whereby onecan execute one command and print statements for all active Members for the definedfinancial period	M		
5	**Claims/Withdrawals/ Notification Management**			

5.1	Claims/Withdrawals/Notifications Management must maintain the following transaction information:	M		
i	Membership number	M		
ii	Member's Name	M		
iii	Gender	M		
iv	Previous/maiden Names	M		
v	National ID and PIN	M		
vi	Date of Birth	M		
vii	Permanent Address**<Allow sufficient space for address>**	M		
viii	Date of claim	M		
ix	Claim Form Number	M		
x	Member's Bank name	M		
xi	Member's Bank branch	M		
xii	Members Bank account number	M		
xiii	Date of leaving the scheme	M		
xiv	Cause of leaving the scheme:	M		
5.2	The system should provide facilities for multiple processing of claims. That is partial payments and revisions of payments	M		
5.3	The system should provide facilities for processing of claims for all exit options as listed below:	M		
i	Normal Retirement	M		
ii	Early Retirement (actives to deferred benefit or refund)	M		
iii	Early Retirement from Deferred Status	M		
iv	Late Retirement	M		
v	Death in service-fund credit and death lumpsum	M		
vi	Leaving service	M		
vii	Ill Health Retirement	M		
5.4	The system should have capability to maintain the following details with regards to Death in Service	M		
i	Date of death	M		
ii	Cause of death	M		
iii	Supporting documents for cause of leaving the scheme**<list>**	M		
iv	Death Certificate	M		
vi	Sponsor's clearance letter	M		
vii	Letters of Administration and other relevant documents	M		
viii	Relationship Affidavit	M		
ix	Marriage Certificate	M		
x	Beneficiaries name (if cause of leaving the scheme is death)	M		
xi	Spouse	M		

xii	The scheme manages dependents benefits upto to the age of 18 years therefore system should be able to track their accounts.	M		
xiii	Settlement date	M		
xiv	Cheque number (bank transfer reference)& date	M		
xv	Amount	M		
5.5	The system should have a facility for showing the status of the claims e.g. submitted, Resubmission, under review, Rejected, Accepted, Paid)	M		
5.6	The system should have a facility for providing reason for Claim status (e.g. in case of rejection, awaiting documents, wrong details provided etc)	M		
5.7	The system should show the details of Claims Status Examiner	M		
5.8	The system should have a facility for Scanned photograph and signature	M		
5.9	The system should have a Draw Down Functionality(IDD)	M		
6	**Member Portal**	M		
6.1	The portal licenses should allow at least 3000 members to access the portal with login credentialsand no license restrictions are needed for all portals access/logins, all the other modules should allow at least 5 concurrent access for all modules hence vendor must not put license restriction for all staff including access to advanced graphical reporting tools	M		
6.2	The system should have ability to authenticate members details against data on ERP	M		
6.3	The system should have a facility for Integration to a Bulk Messaging Gateway for alerts & notifications	M		
6.4	The system should have a facility for a member to request for a password reset and validate the same with a valid mobile phone through OTP with an option to disable OTP for an individual account	M		
6.5	The member portal should allow members to respond surveys generated by the ERP as designedand analytic reports for each survey availed to the customer care and Pension administrator dashboards	M		
6.6	Ability for a member to view their personal information such as:-	M		
i	Full Names	M		
ii	National ID/Passport No	M		

iii	Gender	M		
iii	Date of Birth	M		
iv	Phone Number	M		
v	Marital status	M		
6.7	Ability for a member to view their contact information such as:	M		
i	Email address	M		
ii	Mobile number	M		
iii	Work telephone	M		
iv	Postal code	M		
v	Postal address	M		
6.8	**Ability for a member to view their beneficiary/s details such as:**	M		
i	Name	M		
ii	National ID number	M		
iii	Mobile telephone	M		
iv	Relationship	M		
v	Physical address	M		
vi	(%) allocation	M		
6.9	**Ability for a member for a member to view their employment details such as:**	M		
i	Scheme name	M		
ii	Sponsor name	M		
iii	Date of joining scheme	M		
iv	Pin number	M		
v	Bank code	M		
vi	Bank account number	M		
vii	Address	M		
viii	Town	M		
ix	Date of first appointment	M		
6.10	**Ability for a member to request for a member to initiate a change request such as**	M		
i	Change in contact details	M		
ii	Add a new beneficiary with maker checker	M		
iii	Remove a beneficiary with maker checker	M		
iv	Change beneficiary (%) allocation etc. with maker checker	M		
6.11	Ability for a member to view their Annual remittance statements	M		
i	Employee Portion (EE), Employer Portion (ER), AVC's Transfer In on an annual basis	M		
6.12	Ability for a member to view their monthly remittance on a monthly basis. (this will show Employee Portion (EE),	M		

6.14	Ability for a member to view filter a contribution period based on date (day, month, year)	M		
6.15	Ability to generate a member benefit statement online showing interest, opening, closing balances etc. as per the desired format but admin can out statement display on hold for a specified member or all members	M		
6.16	Ability to export the member benefit statement in PDF format, with security features such as a	M		
	password pre-built and send to the members email and also members mobile			
6.160	Ability to send statements on email as bulk to respective member emails, with a personalized email template editable on the admin panel, concerning printing member statements, We need an option to categorize the statements per department and bulk print for each department. In addition, we should be able to bulk dispatch the same on email.	M		
6.161	Ability to do batch printing of all memberstatements without opening individual accounts with filters to print by department, status of member, date filters etc	M		
6.17	Ability for a member to accurately project their benefits butadmin can put this on hold temporarily for whatever reason	M		
6.18	Ability for a member to update their passport photo with maker checker	M		
6.19	Ability for a member to view and download scheme documents	M		
6.20	Ability for a member to give feedback/comments	M		
6.21	Ability to send members communication via Bulk sms	M		
6.22	Regarding tax, any member exempted the system should not compute the tax for the member when processing the benefits.	M		
6.23	Ability to support voluntary contributions per member, compute their tax relief	M		
6.24	Ability for an administrator to enable/disable a member from accessing the portal	M		
6.25	Ability for an administrator to lock/unlock a scheme	M		

6.25	Support for multiple user roles and access privileges, and fine grained access control	M		
6.26	Support for mobile devices and screen sizes	M		
6.27	Support for data visualization via charts or graphs on all modules with drilldown, export , filtering, sorting and pushing the same to a dynamic dashboard based on user rights to view the same	M		
6.28	Reports showing member utilization of the system such as:	M		
i	Number of times logged in	M		
ii	Active users logged in and ability to block a user or disable an account from access or black list an IP	M		
7	**Mobile Application**	M		
7.1	Ability for a member to self-register with an IT admin to approve	M		
7.2	Ability for a member to request for a PIN/Password reset using their registered mobile phone on their profile which cannot be changed without maker checker	M		
7.3	Ability for a member to sign-up by using national id, check no/pen no	M		
7.4	Support for payroll and voluntary s per member	M		
7.5	Ability for the organization to push advertisements, new products and other branding information related to the app both IO and Android	M		
7.6	Support for Integration with social media such as twitter, Facebook e.t.c	M		
7.7	Ability for a member to raise complaints via the mobile app or web and track the issue until its closed	M		
7.8	Multi-platform support namely:	M		
i	Android	M		
ii	IOS	M		
7.9	Ability for a member to change their security PIN / Password	M		
7.10	Capture and display member profile photo	M		
7.11	Ability to show member personal information such as:	M		
i	Names	M		
ii	Member Number	M		
iii	Date of Birth	M		
iv	Gender	M		
v	Marital Status	M		
7.12	Ability to show member beneficiary details such as:	M		

i	Name	M		
ii	National ID	M		
iii	Relationship	M		
iv	(%) allocation	M		
v	Contact details such as postal address, email and telephone	M		
7.13	Ability to display member employment details such as:	M		
i	Sponsor Name	M		
ii	Sponsor Number	M		
iii	Date of joining	M		

iv	Pin Number	M		
v	Bank code	M		
vi	Bank A/c Number	M		
vii	Ability to display a members contact details such as:	M		
viii	Mobile number	M		
ix	Email	M		
x	Postal code	M		
xi	Postal address	M		
7.13	Ability to show a member's summarized annual contributions grouped by year	M		
7.14	Ability to search / filter member contributions by day, month, year and export the same to excel	M		
7.15	Ability to show a member's monthly contribution	M		
7.16	Ability to generate a member benefit statement exportable to multiples formats e.g. PDF format, excel format with organizations format and logo	M		
7.17	Ability to project member benefits and export this to excel	M		
7.18	Ability to calculate the Income Replacement Ratio (IRR)	M		
7.19	Ability to generate a benefit quote	M		
7.20	Support for dynamic audio-visual content	M		
7.21	Ability for members to download scheme relevant documents in PDF format	M		
7.22	Ability to log member activity / Audit and allow admin to block an individual members account from accessing their portal with a custom message to that specific user attempting to login	M		
7.23	Ability for a member to initiate a data change request which goes for a two stage approval process internally	M		
8	**Benefits Administration (IDD Payroll)**			

8.1	The Benefits Administration System must maintain the following information	M		
i	Membership number	M		
ii	Pensioner file number	M		
iii	Pensioner Status-Single, Married, Separated, Widowed	M		
iv	Pensioner Spouse Name	M		
v	Next of kin	M		
vi	Children under 21 years	M		
vii	Pensioner Home Address	M		
viii	Telephone Number	M		
ix	Pensioner Bank	M		
x	Bank branch	M		
xi	Bank account number	M		
8.2	The system must be able to recover deductions such as	M		
i	Taxes	M		
ii	NHIF	M		
iii	Insurance premium	M		
iv	Over payments	M		
v	Court attachments	M		
vi	Free description field	M		
8.3	**Survivor's benefits**	M		
8.3.1	The system should be able to facilitate the following information in case the member dies while in the service or a member who has retired from the services on pension dies before benefits are paid:	M		
i	Survivor's name	M		
ii	Relationship (child, wife, etc))	M		
iii	Survivor's bank	M		
iv	Bank branch	M		
v	Survivor's address	M		
vi	Date of the first payment	M		
vii	Date of birth	M		
viii	Last payment date	M		
8.4	Apportionment of benefits to beneficiaries.	M		
i	The system should be able to calculate the death benefits as per the Trust Deed and Rules	M		
ii	The system should be able to track payments and credit interest to beneficiary accounts for minors until they each age 18yrs	M		
9	**Monthly Pension and Deduction Payroll-IDD**			

9.1	The system should prepare monthly pension payments with bank transfers and the following deductions for all pensioners electronically prepare schedules for different banks and approval done through the system on workflow basis	M		
i	Withholding tax on monthly pension	M		
ii	NHIF	M		
iii	Insurance Premium	M		
iv	Any other deduction as requested by pensioner			
9.2	Pension payroll reconciliation	M		
i	Unclaimed cheques processing	M		
ii	Returned cheques processing	M		
iii	Reinstatement of pensioner to payroll and auto compute their dues as at now	M		
9.3	Notification stoppage letters for beneficiaries whose pension is about to expire or get finished	M		
9.4	The system must be able to generate monthly pension reports transferable to multiple formats e.g. PDF, Excel	M		
9.5	The system must be able to generate withholding tax reports in formats compatible with KENYA REVENUE AUTHORITY ITAX SYSTEM transferable to multiple formats e.g. PDF, Excel	M		
9.6	The system MUST be able to post the monthly pension, lumpsums, NHIF and taxes to the accounting journals automatically without manual interventions and update all ledgers	M		
9.7	**The system must be able to process members' dues**	M		
9.8	The system must maintain data relating to member's option with regard to annuity provider	M		
9.9	The system must maintain data relating to member payment both a third and two thirds amount paid to annuity provider	M		
9.10	The system must have the capability to compute annual member interest and post the interest to member accounts	M		
9.11	The systems must be capable of calculating revision of monthly pension after every year at a rate determined by the Trustees either inbatch or for individual pensioner	M		
9.12	The system must provide calculation formulas when calculation Taxes/Tax free amount for a member	M		

9.13	The system MUST be able to post the monthly pension, lump sums, NHIF, taxes, court attachments and any other deduction to the payment system without manual interventions	M		
9.14	The system should have a facility for computationof benefits projection per member and multiple members calculating both lump sum payments and monthly pension based of input criteria	M		
9.15	The system must have capability to calculate deferred benefits incorporating interest compounding	M		
9.16	The system should be able to compute tax in arrears for all death cases reported later	M		
9.17	The system must have capability to perform Annual Actuarial valuation for IDD and generate a report for the scheme and provision of the Annual member's benefits statement as at the end of the Year. Provision for interface for the member to download and print.	M		
9.18	The system must generate movement Reports: Analysis of the exits by members from the Active member's register categorized by reasons of exits and years of exits.	M		
9.19	The system must generate Pensioners Listing/ Beneficiaries Listing as at the end of a specific period with all rows and columns like our existing reports with department column included	M		
9.20	The system must generate IDD Pension Analysis report.This report analysis the joiners to the pension payroll on monthly basis. The report should indicate from which scheme the joiner was a member with filters, sorting, export etc	M		
9.21	The system must generate Beneficiaries Reports: - distinct analysis of beneficiaries of the deceased members and deceased pensioner.	M		
9.22	The system must generate Members Statistics report: A report on the status of the scheme per month for all Active members' i.e. bothcontributing and Non-contributing and active pensioners. Indicate joiners and exits for both members, pensioners and beneficiaries.	M		
9.23	The system must generate deferred pensioners report available on monthly, quarterly and annual basis or by specified period	M		

9.24	The system must generate Expected retirements report: A report on estimation of lumpsum and monthly pension to be paid in an expected given period. The report will assist in the budgeting process and estimation of workload in the benefits department	M		
9.25	The system should generate the averaging sheet and do computations automatically after required variables are input by the authorized officer	M		

	SMS MODULE			
1	The system should Capture Conversations across multiple channels i.e., SMS, USSD, What's App with categorization of the various platforms within the ERP, with ability to sort and filter communications associated to a specific member/pensioner.	M		
2	The systems should Manage interactions all underone dashboard with timestamp of any communications and the user id of the person communicating to the member.	M		
3	The system should View interaction history with customer on one thread from a customer care perspective, the customer care team should also be able to filter any communications associated to a search of a pensioners number/check no and send custom sms from a members profile	M		
4	The systems should have a ticketing system to assign conversations to other members with tracking until issue is closed.	M		
5	The system should have an escalation matrix for all pending tickets that are not on hold, any ticketon hold must have an explanation and HOD should have a dashboard of such tickets	M		
6	The system should allow the delivery of personalized/customized messaging to all or specific members	M		
8	The system should support Two way communication (Customer > UONPS > Customer)	M		
9	Create SMS and chat marketing campaigns	M		

10	The system should show Delivery reports and non-delivery rates with drill down to determine who did not receive the message	M		

11	The system should have branded Sender ID	M		
12	Scheduled SMS	M		
13	Import and schedule sending of bulk SMS	M		
14	Have Dedicated USSD	M		
15	The system should send surveys end questions tothe users and give them the platform to answerback and provide valuable feedback or information that you can use to make informed decisions through graphical statistical analysis	M		
16	The system should support Notification Services:Add instant notifications to the erp mobile applications to inform your clients when important events are generated.	M		
17	The system should have Query services : Give access to structured information from your application with USSD menus	M		
C.	INVESTMENT MANAGEMENT MODULE: PROPERTY MANAGEMENT			
1	The system must have capability to manage more than one Property by having details listed below captured but allow Authorized Property Managers to only have limited edit rights for properties undertheir management through the supplier portal, IT admin shall be limiting what each Fund/property Manager can view and edit not hard coded	M		
I	Land Registration Number	M		
Ii	Title Deed Number	M		
iii	Location	M		
iv	Area	M		
v	Developed or not	M		
vi	Different Rates	M		
2	The system must have capability to create units in the Property with following details	M		
i	Unit No	M		
ii	Unit type	M		
iii	Area	M		
iv	Estimated Rent	M		
v	Service Charge	M		

3	The system must have capability to add Tenants to the unit by supplying following details	M		
i	Tenant Name	M		
ii	Tenant Account	M		
iii	Contact details	M		
iv	Tenant Type (Individual or Corporate)	M		
v	Tax Status (Whether Exempt or not)	M		
vi	Exemption certificate No (where applicable)	M		
4	The system must have capability to create a Lease for the Tenant with details below	M		
i	Lease Period	M		
ii	Payment Frequency	M		
iii	Calculation Mode (Per square unit or Fixed)	M		
iv	Rent Amount	M		
v	Service Charge Amount	M		
vi	Lease Status	M		
vii	Escalation Clauses	M		
5	The system must have capability to create periodic Rent Receivable	M		
6	The system must have capability to Generate Invoices, Demand Notices, Debit Notes and Credit Notes	M		
7	The system must provide a facility where all property listings are stored and categorized per property manager giving information such on status of the various units whether occupied, vacant or sold	M		
8	The system must provide a facility where all property listings are stored and categorized either as commercial or residential giving information such on status of the various units whether occupied, vacant or sold	M		
9	The system must provide a facility where all property listings are stored and categorized per area either as commercial or residential giving information such on status of the various units whether occupied, vacant or sold	M		
10	The system must provide a facility where all tenant details are stored i.e. Name, PIN Number, Address, Nature of business if commercial, balances, invoices, receipts etc. This module keeps track of each tenant interaction and history over the periods.	M		

11	The system must provide a facility where all lease agreements made with the various tenants are managed within the solution. These also takes into consideration the lease escalations where they are part of the agreements	M		
12	The solution must have an automated billing system, which automatically bills the tenants based on the lease agreements. This module allows the user to also counter check the billing before they are effected into the clients account. The billing module is integrated into the financial system; hence no need to realize income again in the books of accounts.	M		
13	The solution must allow receipting of payments from the tenants and map them to the various streams i.e. if Service Charge, rent etc. This module is also integrated into the financial management.	M		
14	The solution must allow receipting of payments from the tenants and map them to either commercial or residential showing the various streams i.e. if Service Charge, rent etc. This module is also integrated into the financial management.	M		
15	The solution must allow receipting of payments from the tenants and map them to the various streams i.e. if Service Charge, rent etc. This module is also integrated into the financial management per quarter, half year and full year	M		
16	The solution must allow receipting of payments from the tenants and map them to the various streams i.e. if Service Charge, rent etc. per quarter, half year and full year This module is also integrated into the financial management	M		
17	The module must allow for computation of penalties if any are pegged to tenants whom have outstanding balances. It is also used to fetch out clients with outstanding balances and send them reminders based on the lease agreements.	M		
18	The system must have a facility for matching property expenses with the requisite property for which the expense has been incurred	M		
19	The system must have a facility for matching property expenses and incomes with the requisite property for which the expense and income has been incurred so that to reflect a profit or loss per building	M		

20	The system must have a facility for matching property actual incomes/expenses and budget incomes/expenses with the requisite property for which the expense and income has been incurred or earned so that to reflect a variance per building	M		
21	The system must have a facility for matching property actual incomes/expenses from quarter to quarter with the requisite property for which the expense and income has been incurred or earned so that to reflect a variance per building	M		
22	All lease agreements made with the various tenants are managed within the solution. These also takes	M		
	into consideration the lease escalations where they are part of the agreements.			
23	The system should have a facility for showing occupancy levels per building	M		
24	The system should have a facility for comparing occupancy levels per building from quarter to quarter	M		
25	The system must have a facility for generating a rent arrears age analysis report based on multiple client preference periods	M		
26	The system must have a facility for storing property valuation reports with ability to display or print a valuation report per property or a group of properties	M		
27	The system must have a facility for providing a trend of property valuation figures for the last three (3) valuations per property or group of properties	M		
28	The system must have capability to track Expenditure Per property per type of expense	M		
	The system must have capability to do service Charge Reconciliation	M		
29	The system must have a facility for providing rental trend per tenant and for a category of tenants	M		
30	The system must have capability to do Project management	M		
31	The system must have capability to produce different Kind of reports	M		
D	**INVESTMENT MANAGEMENT MODULE: FINANCIAL ASSETSMANAGEMENT**			
1	**General**			
1.1	The system must have capability to seamlessly integrate with the Financial Management system and others as listed	M		

i	General Ledger	M			
ii	Accounts Receivable	M			
iii	Accounts Payable	M			
iv	Cash Management	M			
v	NSE Website	M			
2	**Equity**	M			
2.1	The system must have capability to categorise Equity as listed at the Nairobi Securities Exchange	M			
2.2	The system must have capability to accommodate changes in equity categories where Equities as listed at the Nairobi Securities Exchange change.	M			
2.3	The system must have capability to do purchases of Equity with the following details captured	M			
i	Computer generated Number to identify the Equity	M			
ii	Equity Type (e.g. ordinary shares, preferential shares etc)	M			
iii	Equity Name	M			
iv	Custodian details	M			
v	Fund Manager details	M			
vi	Number of units purchased	M			
vi	Acquisition Cost per unit and total	M			
2.2	The system must have capability to do equity disposals and capture the following details	M			
i	Computer generated Number to identify the Equity	M			
ii	Equity Type (e.g. ordinary shares, preferential shares etc)	M			
iii	Equity Name	M			
iv	Custodian details	M			
v	Fund Manager details	M			
vi	Number of units disposed	M			
vii	Disposal Cost per share	M			
viii	Disposal Cost for all shares disposed	M			
ix	Gain / (Loss) on disposal	M			
x	Fair Value Gain / (Loss) on disposal	M			
xi	Receipt Number	M			
xii	Receipt Date	M			
xiii	Broker Fee	M			
xiv	Other Charges	M			
xiv	Net Sales Amount	M			
xv	The system must have capability to post gain / (Loss) on equity disposal to the General Ledger	M			
xvi	The system must have capability to post fair value gain / (Loss) on equity disposal to the General Ledger	M			

2.3	The system must have capability upload end of period equity Market Values per equity or group of equities either monthly or annually	M		
2.4	The system must have capability to do equity revaluation (Fair Value Change calculations) on monthly and end year	M		
2.5	The system must have capability to post Fair Value Change on equity valuations to the General Ledger on monthly and end year valuations	M		
2.6	The system must have capability to link Dividend Receivable to a specific equity	M		
2.7	The system must have capability to link Dividend Received to a specific equity	M		
2.8	The system must have capability to do Share Splits with the following Key fields	M		
i	Share Split Date	M		
ii	Announcement Date	M		
iii	Old ratio	M		
iv	New Ratio	M		
v	Book Closure Date	M		
vi	No of New Units	M		
2.9	The system must have functionality for recording of Bonus issues with the following details:	M		
i	Bonus Date	M		
ii	Announcement Date	M		
iii	Old ratio	M		
iv	New Ratio	M		
v	Book Closure Date	M		
vi	Number of New Units	M		
vii	Bonus units	M		
viii	Bonus Amount	M		
2.10	The system must have a rights issue functionality defined by the following details:	M		
i	Rights issue Date	M		
ii	Old ratio	M		
iii	New Ratio	M		
iv	Number of shares	M		
v	Price per share	M		
2.11	The system must have ability to do revaluation using:	M		
i	Revaluation Date	M		
ii	Current Market Value	M		
iii	Revaluation Factor	M		

2.12	The system must have capability to do instantaneous Reports i.e. at any specific time,daily, monthly and annually	M		
i	Equity Listing	M		
ii	Equity Transaction Reports	M		
iii	Equity Sales (Disposal) Reports	M		
iv	Equity Revaluation Reports	M		
v	Dividends Payable and Dividends Receipt Reports	M		
vi	Rights issue Reports	M		
vii	Equity Bonus Reports	M		
viii	Share Split Reports	M		
3	**Money Market**			
3.1	This Module must be able to handle the following types of Money Markets instruments	M		
i	Treasury Bill	M		
ii	Treasury Bonds HTM	M		
iii	Treasury Bonds AFS	M		
iv	Corporate Bonds	M		
v	Private Sector Deposits i.e. Private Equity	M		
vi	Commercial Paper	M		
vii	Fixed Deposits	M		
viii	Cash Deposits	M		
ix	Offshore Money Market	M		
x	Unit Trusts	M		
3.2	The module must be capable of doing the listed below transactions	M		
i	Buying of the Instruments	M		
ii	Full Redeeming after Maturity	M		
iii	Partial Redeeming	M		
iv	Rollover	M		
v	Calculation of Full Term Interest	M		
vi	Accrue interest	M		
vii	Receive Interest	M		
viii	Computation of gains /(loss) on disposal	M		
ix	Computation of fair value gains /(loss) on disposal	M		
x	Revaluation at period end on monthly, quarterly and annually	M		
xi	Amortization and passing of Amortization Journal Vouchers	M		
3.3	The system must have capability for inclusion of new types of asset classes as are approved by the Retirement Benefits Authority	M		
3.3	Related Reports for each asset class	M		
E	**GENERAL LEDGER**			
1	**Chart of Accounts**			

1.1	One must be able to define and maintain the structure of the Chart of Accounts	M		
1.2	The system should allow for the same Chart of Accounts that can be used by multiple Company setups	M		
1.3	The Chart of Accounts must provide for a unique alphanumeric, flexible account code Structure.	M		
1.4	The Chart of Accounts must provide for user defined number of segments	M		
1.5	Changes to the Chart of Accounts must be controlled and require necessary approval or amendment to be restricted to authorized personnel	M		
1.6	The system must be able to maintain budgets tied to specific General Ledger account	M		
1.7	The system must be able to create/setup GL accounts and deactivate the same without erasing	M		
1.8	Enable the viewing and extraction of GL accounts listing	M		
1.9	The chart of accounts MUST be flexible to accommodate the future business expansions in the segments & GL codes	M		
1.10	The application should facilitate summary account reporting based on all dimensions available in the database	M		
1.11	The system must be able to support reporting on different reporting templates	M		
1.12	The system MUST have the capability to create sub ledgers within the accounts defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.	M		
1.13	The application should facilitate summary account reporting based on all dimensions available in the database	M		
1.14	The system must be able to support reporting on different reporting templates	M		
1.15	The application MUST have the capability to generate parent -child within the accounts defined or account categories for all possible combinations. The system MUST be able to generate reporting for specific accounts.	M		
2	**Reporting Requirements for the Chart of Accounts**			
2.1	Dynamic reports with the provision for a drilldown capability.	M		

2.2	Create customized reports (user defined). *Users who perform this function will have to **be trained on use of the tools, reports should also be graphical***	M		
2.3	Reports with the following parameters:	M		
i	Expenditure/Revenue by GL code either individually or as consolidated	M		
ii	Expenditure/Revenue by Cost centre	M		
iii	Supplier/Staff/Customer accounts	M		
iv	Budget vs Actual expenditure	M		
v	Based on posting date, date of data capture	M		
vi	Reversed journals	M		
vii	Journals posted per reporting period or intra dates	M		
viii	Based on transaction numbers, type, document totals etc.	M		
2.4	Able to translate amounts from functional currency or source currency in the originating ledger, based on a specified exchange rate	M		
2.5	Should be able to perform foreign exchange gain/loss per transaction and post in the designated account.	M		
2.6	The application MUST support currency Conversion:	M		
2.7	The application MUST support currency Revaluation both on monthly and annual level	M		
2.8	The application MUST maintain all effective exchange rates for all foreign currency transactions.	M		
2.9	The system must be able to support the Kenya Shilling as the functional currency and should further be able to support other currencies.	M		
2.10	The system should allow upload of currency exchange rates downloaded in predefined file formats	M		
3	**Reporting Requirements for Currencies**			
3.1	Dynamic reports with the provision for a drilldown capability and export with various filters.	M		
3.2	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	M		
3.3	Reports with the following parameters:	M		
i	Foreign currency trends			
ii	Currency loss/gain per transaction			
iii	Currency loss/gain translation at defined periods			
iv	Invoices/Credit Notes/Debit Notes in foreign currency			

4	**Reporting Requirements for Journals**			
4.1	The system must be able to create and post automatic journal entries	M		
4.2	The system MUST provide a facility to input, update, copy, balance, and post the Journals. Journal Voucher Number MUST be automatically generated by the system.	M		
4.3	The system MUST restrict updates to the GL of a Journal Voucher after posting.	M		
4.4	The system must allow the holding of journal entries pending approval.	M		
4.5	The system must enable held journals to be viewed and posted	M		
4.6	For any transaction posted through this system, it must allow for Correction or reversal of the same through an approved workflow process	M		
4.7	When reversing a transaction, the system must maintain the previous transaction historically without erasing. However, for rejected journals, the system should cancel the transaction without keeping its record.	M		
4.8	The system should be able to handle different types of journals	M		
4.9	The system must be able to maintain a history of full details of all transactions and avail them for printing when required	M		
4.1	Maintain a closed period history online.	M		
4.11	A facility to enable enquiry on archived data and reports	M		
4.12	The system must be able to import/upload journal vouchers in batch from a Spreadsheet document or text files. There should be workflow for approving such uploads.	M		
4.13	The system must be able to export journal transactions in batch to spreadsheet or text file	M		
4.14	The application MUST have categories for single journals and batches	M		
4.15	The application MUST provide the capability to identify source documents or module references, which are associated with the journal entry (e.g., Invoice No., Payment Voucher No., Telephone No. etc.) for reporting purposes.	M		
4.16	The application SHOULD provide for Recurring Journals.	M		

4.17	Recurring Journal Entries may be based on templates with predefined schedules.	M		
4.18	Posting to control accounts must only take place via business partners (employees, customers, suppliers etc)	M		
4.19	The system must provide for period closing functionality	M		
4.2	Dynamic reports with the provision for a drilldown capability.	M		
4.21	Create customized reports (user defined). *Userswho perform this function will have to be trained on use of the tools*	M		
4.22	Reports with the following parameters	M		
i	Foreign currency journals	M		
ii	Journals reports by preparer, reviewer, date posted etc	M		
iii	Journals held (pending posting)	M		
iv	Journal reversal	M		
v	Journals by date/user defined period	M		
4.23	The system must have a mechanism for defining a financial year and setting up accounting periods it contains.	M		
4.24	The system should be able to close accounting periods at predefined frequencies	M		
4.25	The system must allow for setup and updatingseparate accounting periods for adjusting and closing entries	M		
4.26	The system should only allow posting to the current period. Posting to close periods must be subject to approved workflow procedure. Future posting MUST NOT be allowed.	M		
4.27	Dynamic reports with the provision for a drilldown capability.	M		
4.28	Create customized reports (user defined). Userswho perform this function will have to be trained on use of the tools	M		
4.29	Reports with the following parameters	M		
i	Notifications on due date	M		
ii	Change of dates	M		
iii	Calendar by due date	M		
iv	Calendar by competed activities	M		
v	Calendar by pending activities	M		
5	**Reporting Requirements for Other General Ledger Requirements**			
5.1	Setting up GL parameters that will ensure:	M		
5.2	Ledger validity and approvals are captured	M		

5.3	Handling of bank payments (A function on its own)	M		
5.4	Definition of currency rules such as payment limits, currency rates, tolerance levels, and other currency related parameters	M		
5.5	Authorization matrix	M		
5.6	Unique identification/numbering of all transactions	M		
5.7	Audit trail showing name of originator, details of the GL affected, date, etc.	M		
5.8	Query functionality must be sufficient to query all information that has been captured	M		
5.9	Capable of allocating costs across cost centres	M		
5.1	The system must be able to consolidate several general ledgers into one at reporting	M		
5.11	The system should enable one to preview all open items such as open purchase orders, open invoices, etc.	M		
5.12	Ability to meet requirements of the following types of tax and have provision for setting up any additional tax requirements:	M		
i	Corporation tax	M		
ii	Withholding tax – Construction, consultancy, management fees	M		
iii	Withholding tax on Monthly Pension	M		
iv	Withholding tax on Lump sum payments	M		
v	Withholding Value Added Tax	M		
vi	Pay As You Earn (PAYE)	M		
vii	Value Added Tax (VAT)	M		
viii	Reverse VAT	M		
ix	Any other defined taxes	M		
5.13	The system must import opening balance of assets& liabilities (suppliers, customers, staff loans, Staff advances etc.)	M		
5.14	The system must have facility for adjusting entries after closing of the posting period/ financial year.			
6	**Reporting Requirements for Other General Ledger Requirements**			
6.1	The system must allow for posting of invoices based on LPOs/LSOs, GRNs or because. It should allow for capturing of all invoice details	M		
6.2	The system must provide for raising of payment voucher based on invoice posted. Payment maybe full or partial payment.	M		
6.3	The system must allow advance payment (down payment) based on purchase document.	M		
i	The system must have provision for cancellation/reversal of posted invoice	M		

ii	The system must have a facility for capturing supplier credit notes	M		
iii	The system must link an invoice with the approval request (requisition) and the expenditure item.	M		
iv	The system must calculate tax for vendor invoices and record tax transactions separately. The system must support different taxes and tax rates on an invoice.	M		
v	Automate the generation of remittance advice and tax certificate	M		
vi	The system should be able to process payments in multiple currencies, capture the foreign exchange rate, and date.	M		
6.4	The system must have controls that prevent duplicate processing of payments or overpayment.	M		
F	**ACCOUNTS PAYABLES**			
1	The system should be able to indicate payment types:	M		
i	Cash			
ii	Physical cheques			
iii	Electronic Funds Transfer			
iv	Real Time Gross Settlement			
v	Cards			
vi	Mobile Money Transfer / Payment			
2	The system must be able to maintain a complete payment history and enable extraction for analysis	M		
3	The system should automatically notify the payment recipient upon completion of the payment process.	M		
4	System should be capable of grouping several invoices to be settled as a single payment or settled individually	M		
5	Support matching: Requisition, Purchase/Service Order, Goods/Service Receipt Note, Invoice & payment:	M		
6	The system should be able to close a purchase order upon payment of the full amount. The system should also be able to close unutilized commitments.	M		
7	The system must be able to create and maintain supplier payment information (if not captured in the procurement when creating a supplier)	M		
8	The setting up of all supplier details should be via a workflow/process	M		

9	The system must interface with the procurement module to be able to retrieve all other supplier master details relevant for the payment.	M		
10	The system must be able to capture payment terms such as payment discount conditions and penalty conditions.	M		
11	The system must interface with the HR module tobe able to retrieve employee master details relevant for payment.	M		
12	The system must be able to interface with the online banking platforms for uploading approved payments and notifications from the bank (accepted/rejected payments).	M		
13	The payment application MUST stop payment clearance for all the vendors whose payments are on hold due to specific reasons	M		
14	The application MUST support payment interventions such as partial payments, stop payments, void payments, write offs etc.	M		
15	The system must have a supplier portal for suppliers to initiate invoice payment process, view payment to invoices and generate statement.	M		
15.1	The system should allow upload of invoices with all necessary documentation with a maker/checker (Email notification to the scheme Administrator) functionality from a contractor and enable processing of the invoice appropriately using the current defined workflow for physical documents (From supplier to Manager finance & Investments then to Accounting officer)	M		
16	Generation of serialized (and uniquely numbered) payment vouchers. Information to be included in voucher should include but not limited to -Payee, invoice number, LPO number, gross amount, applicable taxes deducted, supplier credit notes, general ledgers affected net amount payable, payment method, supplier payment information etc, and allow payments to update the relevant general ledgers automatically.	M		
16	**Reporting Requirements for Accounts Payables**			
16.1	The system must be able to generate the following AP reports:	M		

i	Invoice Aging Report (using specific criteria department, date range, specific vendor or all vendors and suppliers)	M		
ii	Down payments/payment advances listing	M		
iii	Supplier Payment history report	M		
iv	Supplier statement	M		
v	Contract Payment history report	M		
vi	Contract Payment History Report	M		
vii	Project Payment History Report	M		
viii	Accounts Payable posting status reports per period	M		
G	**ACCOUNTS RECEIVABLE**			
1	Ability to record different types of receivables and revenues	M		
2	Integrated with GL and provides capability to update GL with A/R transaction	M		
3	Ability to bill based on various or combination of billing types with variable rates by customer	O		
4	The system must be able to automate the receipting process and generate Payment Receipt.	M		
5	The system must be able to update accounts receivables and cash/bank as a result of receipting	M		
6	The application MUST provide facilities to query accounts receivables	M		
7	The system should be configurable to allocate receipts into various GL accounts.	M		
8	The application must be able to restrict posting of receipts by users to specific accounts.	M		
9	The application MUST support the reversals, corrections of the payments and the receipts based on an approval flow chart	O		
10	The application MUST capture receipts other than revenue.	M		
11	The application MUST allow matching of receiptsto invoices based on different parameters like customer id, name, invoice numbers etc.	M		
12	The receivable module MUST define Payment terms such as penalties and/or fines.	M		
13	The system must allow one to print a comprehensive customer account statement showing all transactions.	M		
14	The application must be able to process receipts in multiple currencies	M		
15	The system should be able to produce cumulative reports on receipts per customer, per bank, etc.	M		

16	The application should interface with the bank to support creation of automatic receipts based on the bank files having customers depositing the cash directly into the corporate account.	M		
17	The system must be able to interface with other modules to be able to retrieve customer details (such as: customer codes, customer name, location, contact details, etc.) and invoices being settled (licenses, penalties, etc.).	M		
18	The system must be able to set up payment parameters for customers such as: currency of payment, payment frequency, etc.	M		
19	The system must be able to handle suppliers who are also customers.	M		
20	The system must be able to detect duplicate customers by comparing a combination of unique customer details like the UNPS 2007 internal generated numbers and the tax PIN.	M		
21	The system must be able to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.	M		
22	Alerts and notifications when accounts receivables are due.	M		
23	The system must be able to produce exceptional reports to determine customers whose credit limitis older than a specified number of days.	M		
24	The System MUST generate dunning or collection letters, to have credit limit and credit holdfunctions.	M		
25	The system should be able to handle payments in excess of the receivable amount	M		
26	Ability to define Customer credit policies/limits.	M		
27	Ability to process advance payments and down payments with automatic posting of clearance upon invoice processing	M		
28	Ability to track a customer's credit balance and issue alerts upon attainment of a set threshold.	M		
29	The system must support bad debt provisioning.	M		
30	The system must have a customer portal where customers can access their statements and interact with the scheme			

31	The application MUST have write-off limits defined for users and inbuilt approval process for bad debts or adjustments.	M		
32	The system should have an employee self-service functionality that allows the staff to clear all outstanding balances before they apply for new per diem / imprest.	M		
33	**Reporting Requirements for Accounts Receivables**			
33.1	The system must be able to generate the following AR reports:	M		
i	AR Aging Report:	M		
ii	Using specific criteria department, date range, specific customer or all	M		
iii	Customers. The report MUST have details in termsof payment terms, customer profile class, customer category, the amount overdue and the paymentmode.	M		
iv	Aging report categorizes receivables from clients based on time intervals:	M		
v	Down payments/payment advances listing	M		
vi	Client Payment history report	M		
vii	AR posting status reports per period	M		
viii	Cash Receipts Report	M		
ix	Client Statement	M		
H	**IMPREST MANAGEMENT**			
1	The system must be able to address imprest management process	M		
2	The system must embed a workflow for application, verifying, reviewing and approving staff imprest i.e. user to HOD, to Finance, then Scheme Administrator or as defined by IT admin	M		
3	The system must have a facility for defining per diem rates applicable to staff based on job group for different towns.	M		
4	The system must interface with the requisition module.	M		
5	The system should have an employee self-service functionality that allows the staff to Apply and account for outstanding balances before they apply for new imprest.	M		
6	The system should automatically reject imprest application for staff with unclearly advances	M		
7	The system should automatically reject imprest application for staff not included in the requisition.			

8	The system must embed a workflow for verifying, reviewing and approving accountability of staff imprest which start from HOD, to Finance then Scheme Administrator	M		
9	The system must have a facility for uploading accountability supporting documents.	M		
10	Imprest Management module should be interfaced with payroll processing component to enable correct recovery of overdue advances/imprest to the employee. This process is subject to approval by an authorized user	M		
11	The system should enable posting of imprest and their accountabilities entries to the GL.	M		
12	Raise alerts/Reminders or notifications on overdue petty cash/imprest both to the applicant and the issuer (cash office/Finance).	M		
12.1	The system should be able to generate bank reconciliation reports	M		
12.2	The system should have the ability to compute Input Vat From Invoices received from suppliers and Output VAT From Invoices issued to Customers	M		
13	**Reporting Requirements for Imprest**			
13.1	The system must be able to generate the following imprest management reports:	M		
i	Imprest disbursements by individual/amount/date/division/department	M		
ii	Ageing staff imprest	M		
iii	Aging report categorizes receivables to	M		
iv	Clients/staffs based on time intervals	M		
v	Client/staff Payment history report	M		
vi	Client/staff Statement	M		
I	**CASH AND BANK MANAGEMENT**			
1	The system must be able to capture advances.	M		
2	Staff must be able to apply for petty cash request online with the defined limits.	M		
3	System must have a workflow for processing approved petty cash requests.	M		
4	Automatic tracking of petty cash balance for purposes of replenishment.	M		
5	The system should provide for definition of petty cash float limits. The system must raise alerts when the limits are exceeded.	M		
6	The system should enable posting of petty cash transactions to the GL.	M		

7	The system should provide for creation anddefinition of bank accounts. This facility should define type of account and also capture important details such as account name, number branch, swift code etc.	M		
8	**Reporting Requirements for Cash Management**			
8.1	Dynamic reports with the provision for a drilldown capability.	M		
8.2	Create customized reports (user defined). Users who perform this function will have to be trainedon use of the tools	M		
J	**BANK RECONCILIATION**			
1	The system must provide for uploading of electronic bank statements	M		
2	Functionality for matching and reconciling entries in the cashbook with those on the bank statements by amounts, PV ref etc. The bank balance MUST be automatically updated online based on clearances.	M		
3	The system MUST provide for creation of miscellaneous transactions to record bank credits inthe bank. initiated activities like interest gained, bank charges etc.	M		
4	The system SHOULD have a facility for definitionof matching rules and report on both reconciling and non-reconciling items	M		
5	**Reporting Requirements for Bank Reconciliations**			
5.1	Dynamic reports with the provision for a drilldown capability.	M		

5.2	Create customized reports (user defined). Users who perform this function will have to be trainedon use of the tools	M		
5.3	The system must be able to generate the following:	M		
i	Bank reconciliation report	M		
ii	Direct debits/credits	M		
iii	Unreconciled items	M		
K	**BANK ACCOUNTS**			
1	Bank details to be captured in full:	M		
i	Bank code	M		
ii	Status (active/inactive)	M		
iii	Bank name	M		
iv	Bank branch	M		
v	Sort code	M		
vi	Address	M		
vii	Account name	M		
viii	Account number	M		
ix	Lookup code	M		
x	Transaction details:	M		
xi	Transaction limit	M		
xii	Transaction reference	M		
xiii	Comments	M		
xiv	Transaction type	M		
xv	Supplier code	M		
xvi	Customer code	M		
2	**Reporting Requirements for Bank Accounts**			
2.1	Dynamic reports with the provision for a drilldown capability.	M		
2.2	Create customized reports (user defined). Users who perform this function will have to be trainedon use of the tools	M		
i	Deposit List	M		
ii	Deposit Report	M		
iii	Cash payments (supporting electronic fund transfer)	M		
iv	Cash receipts (supporting direct debit)	M		
v	The reports conforming to UNPS 2007's existing bankers' requirements	M		
vi	Bank by Bank name/staff/amount	M		
L	**CASH FORECASTING**			
1	The application MUST provide cash flows projections based on the transactions Processed in the integrated modules including receivables and payables.	M		

2	The application MUST provide the facility to define cash forecast templates such as:	M		

i	Forecasting periods			
ii	Selection criteria for each source			
3	The application MUST be able to generate cash forecast in any currency based on the user's parameters assigned	M		
4	**Reporting Requirements for Cash Forecasting**			
4.1	Dynamic reports with the provision for a drilldown capability.	M		
4.2	Create customized reports (user defined). Userswho perform this function will have to be trained on use of the tools	M		
i	Forecast Report	M		
M	**MANAGEMENT ACCOUNTING**			
1	**BUDGETING PROCESS**			
1.1	The system should incorporate online budget preparation functionality and should be able tocover all budgetary elements whether capital or operational expenses	M		
1.2	The system must possess functionality that allows budget preparation at activity, divisional and departmental levels prior to merging into acorporate budget.	M		
1.3	System should be able to maintain and track budgets and expenditure at activity, divisional, departmental and corporate level. It must be able to provide alerts upon attainment of defined threshold.	M		
1.4	System should be able to lock expenditure beyond the budget amount at activity, divisional and departmental level and corporate budget.			
1.5	The system must have a workflow approval for creating, uploading and updating the company's annual and supplementary budgets	M		
1.6	The system must be able to keep historic budget information; once Trustees approve a budget, the system should lock it from being editable.	M		
1.7	The system must keep track of all changes to the budget.	M		
1.8	The system must link payments and invoices to budget line items for cost management purposes.	M		
1.9	The system MUST link payments to project budget line items for cost management purposes (where applicable)	M		

1.10	The system MUST be able to accommodate abudget calendar that may be different from a financial calendar	M		

1.11	The system should support rolling over of budget amounts/lines year on year	M		
1.12	The system should provide functionality to view actual data against budgeted data	M		
1.13	The system must be able to support reallocation of budgets between budget lines	M		
1.14	The system must support Activity Based Budgeting providing for a facility to capture objectives, activities and outcomes at item and sub item level	M		
1.15	The system must facilitate multiple years budgeting – prior years and at least 3 future years.	M		
1.16	The system must facilitate allocation of budget ceilings by activity and account code.	M		
1.17	The system must have ability to allow for creationof special budgets (Monthly, Quarterly, Biannual, Annually) etc.	M		
1.18	The system must support both Bottom Up and Top Down budgeting.	M		
1.19	The system must support commitment control by not allowing spending on a line item without a budget.	M		
1.20	The system MUST be able to link advances to staff (imprest) and regional offices to budget. Funds so advanced must remain as commitments until they are accounted.	M		
1.21	The system MUST allow for importation of Budget from excel.	M		
1.22	The application should support copying of budgets from a financial period to another.	M		
1.23	The copied budget should be modifiable through application of percentages or absolute figures.	M		
1.24	The system must link all procurements and payments to the budget.	M		
1.25	The system must facilitate viewing of each department/function budget and expenditure to date.	M		
1.26	**Reporting Requirements for Budgeting Process**			
1.26.1	Dynamic reports with the provision for a drilldown capability. Reports should also be graphical with filters, sorting and export using all rows availablein he report	M		
1.26.2	Create customized reports (user defined). Users who perform this function will have to be trainedon use of the tools	M		

1.26.3	The reports must conform to the defined reporting templates:	M		
i	Instantaneous i.e. any point in time	M		
ii	Monthly budget reports	M		
iii	Quarterly budget reports	M		
iv	Annual budget reports	M		
v	Actual vs. Budget	M		
vi	Year expenditure/revenue reports	M		
vii	Reallocation reports	M		
viii	Cost centre budget reports in user defined period	M		
ix	Performance contracting reports	M		
x	Un utilized commitments	M		
xi	Variance reports.	M		
2	**BUDGETARY CONTROLS**			
2.1	When preparing the budget outturn report, one must be able to generate it with the options of:	M		
i	Factoring in all actual payments and committed funds (i.e. funds whose purchase requisition has been approved but the actual payment has not been made)	M		
ii	Factoring in only actual payments made	M		
2.2	The budget outturn should not include future payments (not yet incurred) because of scheduled LPOs or journals.	M		
2.3	The system must be able to capture funded program budgets (e.g. sponsor funded.) and report on themper the funder is reporting template.	M		
2.4	The system must enable tracking of budget expenditure and produce a report of the Same	M		
2.5	Produce comparative financial statements showing:	M		
i	Prior year budget data	M		
ii	Year to date budget	M		
iii	Annual budget	M		
2.6	The system must be able to produce reports on committed budgets, actual expenditures and balances per budget line/account holder	M		
2.7	System prevents department level users from updating budget information after it has been submitted.	M		
2.8	Allows Budget Office to "push" worksheets out to departments electronically for budget preparation.	M		
3	**FINANCIAL REPORTING REQUIREMENTS**			

3.1	The system MUST facilitate forecasting of costs and revenue in terms of trends based on historical data.	M		
3.2	The application MUST have the following types of reports by date range	M		
i	Profit & Loss account monthly, quarterly annual, comparative	M		
ii	Trial balance	M		
iii	Performance report	M		
iv	Forecasted Income Statement	M		
v	Cash Flow Statement	M		
vi	Statement of changes in equity	M		
vii	User defined	M		
viii	Complete IFRS formats including notes	M		
ix	Complete Quarterly financial statement reports in IFRS formats	M		
x	User defined period reports	M		
xi	Notes to the financial statements	M		
R	**PERFORMANCE MANAGEMENT**			
1	System MUST have an inbuilt performance appraisal process/workflow.	M		
2	The system shall have the 360 and the balanced scorecard with executive dashboards for trustees to monitor and evaluate members of the secretariat performance progress.	M		
3	Ability to define various objectives associated with performance management and once approved cannot be edited without maker checker and timestamp of changes.	M		
4	Ability to define and amend KPI is associated with the objectives defined subjected to a workflow approval.	M		
5	The 360 degrees appraisal system and KPI's must be amendable for different categories of employees and allow trustees from their personal portals or eboard to comment or review performance	M		
6	The system must enable calculations for the KPIs against predefined rules to arrive at the performance measurement.	M		
7	Ability to monitor and manage performance contract deliverables.	M		
8	Ability to capture performance requirements per position: qualification requirements, personal attributes, education, experience, skills, etc.	M		

9	Ability to receive periodic (e.g. quarterly) appraisal reviews/results from various Divisions online.	M		
10	Ability to send employees / special groups performance appraisal report on the system.	M		
11	Ability to track performance appraisal results over a period of time per employee, special group, department, etc.	M		
12	The performance management system should interface with the Training and Development module to enable identification of development requirements during the appraisal process and converting them to training requests in the Training and Development module.	M		
13	Support the associating of evidence to performance KPI's.	M		
14	Extraction of performance data to (excel, MS word,pdf etc.) per employee and per department and Divisions.	M		
15	The system should support self-appraisal then the next workflow is manager's appraisal then the next stage is agreed score, which both user and HOD appraise together, then it is pushed to Scheme Administrator for Approval and Finally Trustees	M		
16	Assessment of self-appraisals for annual or periodic appraisal process MUST be possible for the managers both qualitative and quantitative KPIs which all aggregate to 100% automatically despite	M		
	different users having different no of KPIs, the system MUST have the weighting of each KPI totalling to 100%			
17	Support electronic signoffs between the appraised and appraiser and other relevant officials.	M		
18	The system should allow the salary adjustment as Approved by Trustees	M		
19	The system must allow the employee to receive performance feedback from their supervisor/manager.	M		
20	The system must allow KPI tracking and management dashboards.	M		
21	A workflow must be present for issuing a performance rating to an employee.	M		
22	**Reporting Requirements for Performance management**			
22.1	The ability to generate the following reports:	M		

i	Performance reporting per individual.	m		
ii	Performance reporting by position.	M		
iii	Performance reporting by department / special group.	M		
O	**TRAINING MANAGEMENT**			
1	Ability to match training needs of an employee against their position's qualification requirements (academic, personal attributes, professional, experience, skills, etc.), organizational growth plans and performance management system.	M		
2	Ability to identify and evaluate training needs based on the performance appraisal.	M		
3	Capturing of training requests submissions from user departments after approval from HOD	M		
4	Ability to create a list of training providers and their details.	M		
5	Ability to create a training plan, manage and update training plan.	M		
6	Ability to create a shortlist of candidates for training and compare them against the trainingselection criteria (e.g. competency-based selection).	M		
7	The system must have an approval/rejectionprocess for a training plan with at least three approval stages	M		
8	Ability to create, manage and update an employee's personal development plan.	M		
9	Ability to capture information on trainings attended by an employee.	M		
10	Ability to capture/receive training and development requests from other departments.	M		
11	Ability to maintain historical data on all information captured e.g. trainees, trainers, vendors, training requirements, attendance, training record, performance, cost etc.	M		
12	Ability to create (define) training selection criteria and maintain historically (e.g. competencies-based criteria.).	M		
13	Ability to allocate roles to different personnel in the training development process.	M		
14	Ability to interface the training request process with financial system e.g. raising invoice, LSO.	M		
15	Ability to track the status of a training request from requisition through planning to delivery and completion by trainees.	M		

16	Centralized cataloguing and tracking of training courses	O		
17	Ability to design, create and deliver online training programs for new staff as part of induction (modules and tests).	O		
18	The system should have provision for setting the maximum number of trainings and cost a single employee can receive in one financial year.	M		
19	The system should have functionality to restrict an employee from registering the same training coursemore than once after successfully undertaking the course	M		
20	The system MUST facilitate development of atraining calendar specific to departments within the company, jobs skills requirements, technical aspects and publish the calendar	M		
21	The system SHOULD be able to generate training requirements-based performance appraisal	M		
22	**Reporting Requirements for Training Management**			
22.1	Ability to generate the following reports pertaining to training:	M		
i	Competencies reporting along with skills.	M		
ii	Training requirements reporting.	M		
iii	Trainings history reporting.	M		
iv	List of Attendees of a Course	M		
v	List of Attendees of a Course in a Department	M		
vi	List of Courses for a certain position	M		
vii	List of Courses Taken by Employee during a defined period	M		
viii	List of Employees not Attended a mandatory Course (if expected to attend)	M		
ix	Enrolled For postgraduate courses/ professional courses / scholarship.	M		
x	Employee Training/development needs	M		
xi	Staff trained	M		
xii	Trainings delivered	M		
xiii	Trainings in the pipeline	M		
xiv	Training plan	M		
xv	Training feedback reports	M		
P	**TRAINING ATTENDANCE (ELEARNING / STAFF INDUCTION)**			
1	The system should be able to present to employeesa list of approved courses from which to choose from	O		

2	The system MUST facilitate the enrolment for training courses	O		
3	The system MUST enable the users to maintain a history of the courses attended, status of registrations and passes/fails	O		
4	The system must be able to track enrolment and maintain enrolment status for all courses	O		
5	If registrations are received beyond the maximum capacity of the course, the system must be able to keep a waiting list for that course	O		
6	Ability to send reminders and notifications to employees on upcoming courses which they have registered for	O		
7	Ability to capture training evaluation and feedbackby attendees so as to determine the success of the training delivered	O		
8	Ability to record skills gained by the trainee after attendance of the training	O		
9	The system must be able to capture the grade (pass/fail/marks obtained) of an employee upon completion of a course either automatically ormanually by the trainer	O		
10	The system must be able to track on number ofhours of training an employee has attended for each course	O		
	Each Role should have preset minimum qualifications /skills set so that the system can cross check the training needs requirements basedon TNA form and performance appraisal. 1. Training request to be done online using aform via service portal.	M		
	a. Employee > HOD > HR > Scheme Administrator 2. Knowledge sharing portal on all self-service portal.			
Q	**LEAVE MANAGEMENT**			
1	The system MUST automate the leave application process by enabling end to end online leave management	M		

2	The system must embed a workflow for leave management that can capture comments and approvals related to the task depending on its requirements	M		
3	Ability to accrue leave days at a configurable rate	M		
4	Provide email alerts and notifications to users and relevant authority on leave days above 15 leave days, 30 days before the close of the financial year	M		
5	Ability to deduct leave days.	M		
6	Ability to suspend leave subject to approval by Head of Department	M		
7	Capability to track and extract a history of the leave management data of an employee with relevant filters, sorting and export to excel	M		
8	Calculation of leave balances and how much they are worth	M		
9	The system must be able to carry forward leave balances as per HR policy and Kenya Statutory laws as they change, hence admin panel should have it configurable not hardcoded	M		
10	Interfaced with payroll component of the HRMS soas to support the conversion of leave balances to payment (during separation only)	M		
11	Should enable users to perform online leave planning on a **Financial Year basis OR Calendaryear Based** system and submission of the same into the leave approval workflow or save plans as draft then HOD should see the departments overall plan for all employees in a department including graphical representation in one dashboard	M		
12	Provide alerts and notifications to users and relevant authority on leave anniversary, public holidays, etc.	M		
13	The system should provide for Public holidays and if the law allows then to be exempted from leave days counter then system should automatically recompute users leave accordingly	M		
14	Enable one to apply different types of leave	M		
i	Maternity	M		
ii	Study	M		
iii	Paternity	M		
iv	Compassionate	M		
v	Annual	M		
vi	Compulsory	M		
vii	Terminal	M		

viii	Sick	M		
ix	Unpaid	M		
ixx	System Must enforce the following HR leave rules			
	• Sick **Leave** - 90 calendar days on Full Pay first three months 90 calendar days on Half Pay for the next three months Doctors sick sheet from UHS	M		
	• Maternity **Leave** - No Allocation - Maximum 90 Days in a request (Female Staff) • Employee - Manager - Department Manager - HR Manager (Calendar Days Only) – Includes Saturday, Sunday and Public Holiday Doctors note on EDD from UHS	M		

	• **Paternity Leave** - No Allocation - Maximum 14 Days in a request (Male Staff)
	   • Employee - Manager - Department Manager - HR Manager
	   • Birth Notification Required
	   • (Calendar Days Only) – Include Saturday and Sunday
	
	Doctors note on EDD from UHS
		M		

	• Annual **Leave** - Allocation of max 30 working days for financial year (accrual of 2.5 days/month) –Exclude Public Holidays and Weekends	M		
	• Employee - Manager - Department Manager - HR Manager • Handover notes should be attached on the application			

	• Study **Leave/Sabbatical** - No Allocation - No Limitations – No limit
	
	   • Employee - Manager - Department Manager - HR Manager - CEO
	   • Attachment Copy of Exam Timetable from academic institution Required
		M		

	• Compassionate **Leave** - No Allocation - Maximum 5 Days in a request
	
	    • Employee - Manager - Department Manager - HR Manager
	    • Note is Mandatory, Death of Father/Mother/Children/Spouse – necessary to have a list of values already uploaded in the system by HR
		M		

	Emergency Leave 5 days	M		
	Accrual Leave Employee - Manager - Department Manager - HR Manager - CEO (Calendar Days Only) – Leave ceases to accrue, no pay	M		
	Suspension Compulsory Leave - No Allocation - No Limitations - Maximum 30 Days in a request o HR Manager - CEO (Half Pay)(Calendar Days Only	M		
15	**Reporting Requirements for Leave Management**			
15.1	Ability to generate the following reports:	M		
i	The system MUST have a provision to report the usages of leave types.	M		
ii	The system MUST have reporting for various types of leaves for employees.	M		
iii	Leave accruals reporting.	M		
	Leave Workflow			
1	Leave Management Work Flow tiers	M		
R	**EMPLOYEE SEPARATION**			
1	A workflow must be present for UNPS 2007 to initiate the separation of an employee in the event that it is a dismissal and capture comments where necessary	M		

2	A workflow must be present for processing a request for separation from an employee andcapture comments where necessary	M		
3	A workflow must be present for processing arequest for separation through an employee retirement, and demise and capture commentswhere necessary	M		
4	The system should store the notice period details of all employees	M		
5	Employees clearance form should be accessible online	M		
6	At a minimum, the following should be captured on the clearance form:	M		
i	Name and Employment Number	M		
ii	Date employed	M		
iii	Forward Contacts	M		
iv	Designation	M		
v	Department	M		
vi	Type of separation	M		
vii	Last day of service	M		
viii	Leave days due payable	M		
ix	Notice period (adequate/inadequate)	M		
x	Notice period (to hand over UNPS 2007 Property)	M		
xi	Pay in lieu of notice	M		
xii	Signoff requirements with relevant personnel, departments or Divisions	M		
7	Electronic signoff of clearance form between user and relevant personnel and capture comments	M		
8	Integration with compensation module, loans, mortgages, etc.	M		
9	Maintain employee exit interview information	M		
10	The system should capture the separation event and date under an employee's profile. Further to this, it should capture type of separation (dismissal, resignation, death, retirement, and contract expiry), details and allow attaching of relevant separation documentation	M		
11	The system must have a workflow for processingan employee reinstatement application that allows one to either approve and process the reinstatementor reject the reinstatement application.	M		

12	The system must be able to address the process of employee reinstatement. During reinstatement, the system should allow one to continue working with the previous data that was captured prior to termination of the employee and register the event of reinstatement on the employee's profile.	M		
13	The System MUST allow for terminating the employee record at the conclusion of the employment period without deletion.	M		
14	**Reporting Requirement for Employee separation**			
14.1	The system should have the following reports:	M		
i	Terminated / separated employees report.	M		
ii	Terminated Employees by Termination Reason.	M		
iii	End dated positions reports.	M		
iv	Staff due to retire (in 3 years, 2 years, 1 year, 9 months, 6 months)	M		
S	**COMPENSATION AND BENEFITS MANAGEMENT (PAYROLL)**			
1	The system should enable compensation planning.	M		
2	The system must provide a workflow for approval or updating of all compensation related configuration data.	M		
3	Must be able to capture and maintain all compensation and benefits data such as gross salary, Gratuity, NSSF, NHIF, allowances, benefits, pension contributions, internal loans, insurance relief, Personal Relief, PAYE, HELB etc.	M		
4	Must be able to capture Employers' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.	M		
5	Must be able to capture Employees' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.	M		
6	For the compensation and benefits data above, the system must be able to keep a history of transactions and changes while enabling the extraction of the same separately as a report per employee, department/division for all employees whether current, separated, on leave, etc.	M		
7	Must be able to capture and maintain pay disbursement details (i.e. pay mode, bank details, cost centre, etc.) allow for amendment and keep a history of such amendments	M		
8	Should enable computation of employee costs per employees, Division or Department.	M		

9	Must interface with the financial system / accounting module chart of accounts to allocate staff costs to the relevant cost/profit centres automatically.	M		
10	Generation of tax returns (P9 forms) in batch or on singular basis as desired by user of the system.	M		
11	The system must be able to perform salary transfers / Payments.	M		
12	Provision for uploading of payroll data in mass from files such as spreadsheets where necessary. There must be a workflow for approving such uploaded data.	M		
13	The system must be able to define categories of benefits and assign employees to benefit categories based on an eligibility criterion (i.e. one off payments, periodic, recurring, etc.).	M		
14	The system must be able to define salary plans (i.e. salary ranges and pay plans) for different categories of employees and associate an employee to a salary plan based on predefined rules/qualification criteria.	M		
15	Ability to compute employee salary increment based on salary progression matrix.	M		
16	The system must be able to compute salaries in Kenya Shilling.	M		
17	The system must be able to compute salaries in Foreign Currency.	M		
18	The system should enable attaching or referencing of documentation related to employee compensations e.g. garnishment letters, etc.	M		
19	Staff must be able to view their pay information online.	M		
20	Provision to enable application for loans and salary advances and facilitate approval of the same through a workflow.	M		
21	Provision for Alerts when the employee's deductions reach a set threshold – 1/3 of monthly pay.	M		
22	Provision to Alerts employee and the HHRA 3 months before the end of the contract	M		
23	The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions.	M		

24	Ability to process partial deductions if an employee's pay are insufficient to cover the deduction.	M		
25	Ability to compute associated employee taxes while taking into consideration the employee's benefits.	M		
26	Ability to facilitate payroll planning and calculations.	M		
27	Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee's benefits.	M		
28	Ability to make payment of gratuities as per the CBK regulation on the last month of the contract	M		
29	Ability to pay mass salary changes retroactively and with different options.	M		
30	The system must be able to address payments/deductions missed out in the past to either a single employee or a group of employees.	M		
31	The system must be able to record loans/advances to the employee under the employee's profile.	M		
32	The system must correctly recover loans / salaries advanced to the employee.	M		
33	The system must be able to post the recovered amounts correctly to the financial system.	M		
34	All compensation and benefits must have maker checker by the Scheme Administrator	M		
35	The system must have robust security features that will protect sensitive salary related information from unauthorized users.	M		
36	The system should support multiple payroll cycles	M		
37	The system must allow one to define the date whenthe payroll is run and the date when the salary transfer takes place. The system should allow thesedates to be changed in the event that they fall on a holiday.	M		
38	Provision for having different Kenyan payrolls that shall be send to their respective emails encrypted with a secret password to cater for:	M		
i	Board Members	M		
ii	Contract employees	M		
iii	Casual employees/Consultant	M		
iv	Interns/attachment	M		
39	They system must have flexibility for configuring earnings and deductions to capture all earnings and deductions applicable at UNPS 2007.	M		

40	There should be provision to schedule earning and deductions in order to address situations where an earning/deduction is one time or severally over a period.	M		
41	The HR reports should be graphical with drilldown, export, sorting and publishing desired reports to a dashboard if you have authorized access	M		
42	There must be a detailed pay slip explaining every earning and deduction made for every payroll run. The pay slip should clearly separate earnings from deductions.	M		
43	The system should maintain a history of all payroll runs and all their information (payments made and costings generated).	M		
44	The system must notify HR once the payroll runs and payroll transfers are complete. It must allow HR to track their status and be able to view any error/exceptions in the process and view successfully processed payrolls.	M		
45	**Reporting Requirements for Compensation and Benefits Management (payroll)**			
45.1	In addition to a flexible reporting facility, the system must be able to extract the following payroll related reports per employee, per department and per company:	M		
i	Pay slip in softcopy that will be sent to the employee by email in an un-editable format	M		
ii	Bank advice.	M		
iii	Payroll per month	M		
iv	Staff journal.	M		
v	Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.).	M		
vi	Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.).	M		
vii	Contributions (pensions, etc.).	M		
viii	Club subscriptions.	M		
ix	Tax returns (P9 forms).	M		
x	Employee costs.	M		
xi	Employee compensations details report.	M		
xii	Salary related costing details report.	M		
xiii	Overtime payment report.	M		
xiv	Payroll related costing reports.	M		
xv	Salary on Hold reporting.	M		
xvi	Report for pending payments to employees.	M		
xvii	Statutory report such as PAYE reporting.	M		

xviii	End of service calculations report.	M		
xix	Reimbursement status report	M		
xx	Employee whose contract is below 3 months to termination/renewal	M		
xxi	Gratuity paid per employee	M		
T	**AWARDS**			
1	The HR system SHOULD have a provision to develop and manage awards /rewards, recognition, and incentive / motivation programs.	M		
2	The system SHOULD facilitate tracking and recognition of service awards such as gifts, certificates.	M		
3	The system SHOULD be able to store all the employee related awards history.	M		
4	The system SHOULD have a provision of reflecting awards related information to an employee's performance.	M		
5	**Reporting Requirements for Awards**			
5.1	The ability to generate reports pertaining to awards:	M		
i	Awards issued per period.	M		
ii	Awards issued per employee.	M		
iii	Incentives provided per period.	M		
iv	Incentives provided per employee.	M		
v	Listing of awards type.	M		
vi	Listing of incentive type.	M		
vii	The system SHOULD facilitate reporting of service awards such as gifts, certificates.	M		
U	**SELF –SERVICE and STAFF PAYROLL**			
U1:	**Employee Self – Service**	M		
1	The system must support an independent Kenyan payroll module for the scheme secretariat	M		
2	The Staff payroll must support sending a payslip on email encrypted with a password	M		
3	Staff payroll MUST have a n administration panel to adapt to changes in taxation/legislation for the different tax bands, NSSF, NHIF etc	M		
4	The Staff payroll should support all possible reports with export, filter, sorting etc	M		
5	The system MUST enable the users to maintain their personal data such as name, address, telephone numbers, contacts, qualifications, school and colleges attended, skills attained etc. subject to the supervisor's and HR electronic approval /verification.	M		

6	The system MUST enable the users to view theirpay slips and P9 online for all the processed payrolls and sort by date, filters and download/print.	M			
7	The payment details for employees such as bank name, bank branch, account number etc. is only visible to the account owner and they can be able to modify the same. Subject to verification and approval by HOD and HR	M			
8	The system MUST have a facility for the users to upload maintain their beneficiary details and dependents information subject to an approval workflow	M			
9	The system MUST facilitate the users to maintain their emergency / next of kin contact details. Subject to verification and approval	M			
10	The system MUST have the leave request functionality, which would enable the users to apply for leave subject to approve through HOD, HR and Scheme Administrator.	M			
11	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users sorting by the latest leave on top with ability to filter, group and export to excel.	M			
12	Allow employees to update their training information subject to approval by HOD and HR.	M			
U2	**Manager Self – Service**				
1	Line managers MUST have an access to search and view information pertaining to their team member's leave schedules and leave balances with filters, grouping, sorting and export functionalities.	M			
2	A supervisor MUST have access to view his/her team members' employment as well as applicant history.	M			
3	Supervisors MUST have access to view the team members' leave requests and Approve/reject those citing a reason for a rejection	M			
4	Manager MUST be able to view absence history for his/her entire team.	M			
5	Manager MUST be able to update their Divisional/Departmental calendar of events to the institutional annual calendar	M			
6	The self-service modules should be transferrable to the managers dashboard	M			
V	**INSTITUITIONAL CALENDER**				

1	The system should incorporate online annual institutional calendar preparation functionality and should be able to cover all Divisions/Departments programmatic Calendar	M		
2	The system must possess functionality that allows activity plan preparation at a departmental/Divisional level prior to merging several departments'/Divisions' activity plan into a singular institutional activities plan.	M		
3	System should be able to maintain and track of activities at departmental/divisions and institutional level and be able to provide alerts to the user Divisional/Departmental Heads and HP, HF, HHRA 1month, 2 weeks and 1 week before the actual date of the activity	M		
4	The system must have a workflow approval for creating, uploading and updating the organization's annual calendar.	M		
5	**Reporting Requirements for Institutional Calendar**			
5.1	Dynamic reports with the provision for a drilldown capability.	M		
5.2	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	M		
5.3	Reports with the following parameters	M		
i	Notifications on due date	M		
ii	Notifications on due date	M		
iii	Calendar by due date	M		
iv	Calendar by completed activities	M		
v	Calendar by pending activities	M		
vi	Calendar by Division/department	M		
A1	**ASSET MANAGEMENT SYSTEM REQUIREMENT**			
1	The system must interface with the procurement and inventory management module. For items defined as assets, there should be an embedded workflow for updating the asset register with all therequisite details with maker checker	M		
2	The system should provide a notification to Asset Manager once an item marked as assets is received.	M		
3	Ability to generate asset tag based on asset class & predefined sequence numbering to help in theprocess of physical verification process.	M		
4	Ability to allocate each asset to one or more insurance policies	M		

5	Provide alerts for payment of insurance premium before the expiry	M		
6	Ability to trigger off alerts as reminders for maintenance for assets	M		
7	Ability to register and track warranty information	M		
8	Ability to associate a fixed asset with a regional office and calculate depreciation expense accordingly	M		
9	The system provides the ability to store manufacturing information	M		
10	The system provides the ability to store supplier information.	M		
11	The system provides the ability to track to what system a piece of equipment belongs to	M		
12	The system provides the ability to track the asset purchased, installed dates, removed dates, original costs, life to date repair costs, current replacement costs.	M		
13	The system provides the ability to allow for categorization of an asset (apply different depreciation methods for different components of a major asset)	M		
14	The system should be able to provide for the fixed assets register and depreciation schedule	M		
15	The system should have the ability to pass journals (support double entry) and accrual concept of accounting with maker checker.	M		
16	The system should be capable of classifying ledgers i.e. incomes, expenses, current assets, non-current assets etc	M		
17	The system shall provide a report on statement of changes in equity and statement of net assets available for benefits	M		
A2	**ASSET ACCOUNTING**			
1	Quantity and value of fixed assets per category and in summary to be determined	M		
i	Categorization of fixed assets	M		
ii	Depreciation value to be computed using various methods and parameters	M		
iii	Quantity and value of fixed assets per category and in summary to be determined	M		
iv	Fixed asset details to be retrieved such as cost, useful life, salvage value, date of commissioning, etc.	M		

vi	Warranty & licensing information to be captured and renewal alerts	M		
vii	Inspection data to be recorded (tagging)	M		
viii	Revaluation	M		
ix	Impairments	M		
2	The system should have flexible reporting functionality that enables one to extract any information above as a report. It should have a report on assets whose residue book value is fully depreciated.	M		
3	The system must be able to perform fixed assets disposal through a workflow. This disposal may be a full or partial disposal.	M		

4	The system must be able to perform fixed assets depreciation with options for using different depreciation methods	M		
5	The system must be able to post fixed assets ledger entries to the general ledger	M		
6	Automated calculation of net book value and gains/loss of asset value	M		
7	The system should allow for revaluations of fixed assets	M		
8	Ability to automatically check and stop depreciation on reaching the user defined residual values for assets or predefined service years	M		
9	Provide facility to account for the retrospective change in depreciation rate/ method (i.e. calculate depreciation for prior periods as per revised depreciation rate/method)	M		

10	Provide facility to distribute depreciation expenses among reporting units & department	M		
11	Ability to handle impairment of fixed assets and its accounting Treatment	M		
12	Ability to permit accounting of sale of fixed assets as per statutory requirements	M		
13	The system should have a functionality that allows one to generate a number of different standard reports, including:	M		
i	Fixed assets register	M		
ii	Fixed asset valuation report	M		
iii	Fixed asset depreciation report	M		
iv	Fixed asset reports by asset type and other asset category	M		
v	Depreciation forecasting report	M		
vi	Accumulated depreciation list by category by Location	M		
vi	List of fixed asset transferred between locations or custodian during the period	M		
vii	List of newly added fixed asset	M		
14	All these reports can have their layout changed and have fields included /excluded depending on the users' needs	M		
A3	**PROCUREMENT MANAGEMENT SYSTEM REQUIREMENTS**			
1	**Formulation of procurement plan**			
1.1	Ability to create annual procurement plan	M		
1.2	The system to allow workflow process for preparation and approval of the procurement plan based on various initiators/processors and approvers.	M		

1.3	The system must enable various divisions to develop their procurement plans for the year whose view can be broken down to enable viewing as per various periods e.g. month on month, week on week, etc.	M		
1.4	Ability to allow end users to create a procurement requisition based on the procurement plan.	M		
1.5	Automatic confirmation of procurement plans against departmental/divisional budget codes	M		
1.6	Consolidation of procurement plans of various department/division into a single procurement plan and vice versa through the systems	M		
1.7	Ability to create, print and view of divisional, departmental and the consolidated procurement plan	M		
1.8	Enable the attachment of documentation to procurement plans submitted by departments and avail the same during consolidated viewing	M		
1.9	The system must be able to address the requirement of updating the procurement plan on a periodic basis by having an inbuilt workflow for updating and approval of the procurement plan	M		
1.10	The system must have the ability to track requisitions against the procurement plan at divisional, departmental and organization wide level	M		
1.11	The system must have the ability to follow different requisition approval processes depending on the value of goods	M		
1.12	The system should be able to allow procurement personnel to group procurement plan requests into categories	M		
1.13	The system should be able to set alerts with respect to initiation of procurement plans preparation	M		
1.14	Ability to indicate the approved method of purchasing for the requisition e.g. some requisition require open tender, this should trigger the tender initiation process while others can trigger a purchase order directly.	M		
1.15	Provide a report of all pending requisitions as at a certain date showing how long they have been pending. Give periodic alerts to Procurement Division and the users for orders pending in the system.	M		
2	**Formulation of procurement plan – Reporting**			
2.1	Ability to track and report on purchasing trends against the procurement plan	M		

2.2	Procurement Plan implementation report based on a defined criteria e.g. per period, division, department etc.	M		

A	**SYSTEM**			
1	**System Administration**	M		
1.1	The System MUST have ability to provideadequate audit trails that can be reviewed for information. These records MUST be non – editable and be secured from unauthorized access.	M		
1.2	Electronic records MUST maintain the old and new values to the change and the transaction used to generate the record.	M		
1.3	The system parameters, including application controls, authorizations and standard security configuration MUST be clear, well defined and can allow processing in an efficient and controlled manner, while protecting valuable data.	M		
1.4	The system MUST support multiple levels of security. This includes protecting certain fields from unauthorized access. In addition, access to certain functions and data MUST be protected until policy makers (e.g. budget scenarios that are created for analysis prior to publishing a formal	M		

	recommendation) approve them. Application security MUST be integrated with database security and Microsoft Active Directory.			
1.5	Templates or group functions MUST be provided to facilitate maintenance. Changes in assignment or termination MUST automatically trigger a review of the employee's security privileges. Comprehensive logs of transactions and security incidents MUST be maintained for auditing purposes.	M		
1.6	The system MUST allow administrator to exportlogs on various formats over a defined period for further offline analysis.	M		
2	**System Access**			
2.1	The System MUST have a robust security active directory integrated administration and authorization profiles that assure system access.	M		
2.2	The system user and security administration functions MUST provide necessary controls to ensure that not more than one individuals can access the system or perform specific operations and equally keep an audit trail of administrator actions	M		
2.3	The system MUST execute authority checks in its security administration and authorization profiles to ensure only authorized individuals can access the system or perform specific operations.	M		
2.4	The system MUST record changes to authorization profiles. The audit trail should not be editable and should have filters, search, sorting.	M		
2.5	The system MUST facilitate archival of documentsfrom the ERP System to a Separate repository and MUST be accessible and searchable.	M		
2.6	Access to archived records MUST be secured using standard authorization profiles.	M		
2.7	System MUST prohibit multiple users from updating the same record simultaneously.	M		
2.8	The number of failed attempts allowed MUST be configurable	M		
2.9	The system MUST have features that prevent theuser from further access when the SET number of failed attempts is exceeded	M		
2.10	The system MUST allow one to define security events / incidents which upon occurrence, the system generates an email and sends it to a defined distribution list to notify the security administration "in an immediate and urgent manner". The	M		

	messaging system MUST also have the capability of being interfaced to send this message externallyto Microsoft Exchange or SMS system.			
2.11	The system MUST have the ability to log out the user automatically after a specified period of an idle session.	M		
2.12	The "profiles" user defined, or system defined MUST be maintained at different levels for better security usage.	M		
2.13	The system MUST have the ability to support single sign on.	M		
2.14	The users in the systems MUST have controlled access to different business areas such as modules and /or menus in the system. The system administrator MUST control this access.	M		
2.15	The user MUST be able to access a single or multiple menus / module in the system as grantedby the system administrator.	M		
2.16	The system MUST have facility to run an individual job schedule request / group of jobschedule requests.	M		
2.17	The system MUST have facility to create a groupof job schedule requests that would be accessible to a single or group of users.	M		
2.18	The system should have the facility to create user-defined menus and attach different business functions to it.	M		
2.19	The system MUST provide default data groups oruser defined data groups to enable access to different business data in the system.	M		
2.20	The system MUST have an inbuilt System Administrator Role with the ability to monitor all the requests submitted in the system.	M		
2.21	The system MUST have the flexibility to create user-defined responsibilities / profiles to which different requests / functions / reports can be attached.	M		
2.22	The system MUST be able to define policies for different levels of users e.g. a "High Security" profile for power users whose requirements are stricter than "Medium Security" profile for business end users	M		
2.23	Clear segregation of privileges must be presented and implemented by security matrix of roles against authority. Security matrix will be gathered and created by vendor during the project analysis phase	M		

2.24	Data masking/encryption of sensitive data MUST be supported	M		
2.25	The system MUST support digital signatures andelectronic signatures for all maker checker workflow as enabled by admin	M		
2.26	The system should have seamless transition back and forth DB/DC schemes without one having to log off and log in to the other scheme. Should alsodisplay the scheme name a user is currently logged in.	M		
3	**User Interface**			
3.1	The system MUST provide an intuitive, user-friendly, and easy – to use interface that minimizes the need for training.	O		
3.2	The system SHOULD have a common look and feel across all modules.	M		
3.3	Online help MUST be available for all modules.	M		
3.4	The system MUST identify errors, inconsistencies or additional requirements at the time data is entered. Processing of the transaction MUST be suspended and / or rerouted to resolve the problem in "real time".	M		
3.5	The system SHOULD provide quick menus(favourites) which would be helpful to store the most used menu for a user.	M		
3.6	The language of the system and all its components MUST be English.	M		
4	**Date and Time Stamping (Audit Trails)**			
4.1	The system MUST automatically generate allrecords and logs when creating, modifying, or deleting data.	M		
4.2	These records and logs MUST be date and timestamped and MUST include the user ID of the individual who is logged onto the system and performed the action, the machine name.mac address and ip	M		
4.3	Every action on every window MUST have a messaging log showing the action, person doing it, timestamp, and some critical workflows based on Super Admins decision, should audit before and after values that changed i.e. and deletion across thewhole ERP MUST keep show the table, row, who, when, what values before and what values after. i.e. any changes on the members or pensioners details would keep a trail of what has been changed, before	M		

	and after values, who did the change, timestamp etc.			
5	**System Flexibility**			
5.1	All records generated by the system MUST beaccurate, complete, and presented in a readable format.	M		
5.2	The system MUST support open systems interfaces with complementary software partners.	M		
5.3	The system MUST be available in mobile and must be operating system independent.	M		
5.4	The system MUST support Graphical User Interface (GUI) input and output screen design.	M		
5.5	The system MUST support web-based architecture.	M		
5.6	The system MUST provide a multiuser access solution capability of supporting an unlimited number of workstations while at the same time providing high-speed simultaneous multiuser response times.	M		
5.7	The System MUST be scalable and the source codeoptimized to release memory and processor resources so that it does not freeze or slow down or hang	M		
5.8	**The system MUST have interface capabilities feeding into the Back office from other systems (such as, including, but not limited to, legacy systems and web-based systems).**	M		
5.9	The system MUST be vendor agnostic. It must be compatible with standard hardware, operating system, database management software, networking hardware, internet and intranet supporting the applications software.	M		
5.10	The system MUST be a complete, fully developed,integrated and operationally proven system offering unsurpassed reliability with great errorhandling mechanism that is clearly descriptive and friendly to business users to understand any error they face.	M		
5.11	The system MUST be easily reconfigured to respond to changes in business practices, policy directives, organization structure, statutes andregulations. As business requirements change, the system MUST also be able to change to support the new requirements.	M		
6	**Output Controls**			
6.1	The system MUST ensure that the processed datais provided to users in a consistent and secure manner.	M		

7	**Multiple Environments**			
7.1	In addition to the production environment, thesystem MUST support independent copies for training, development, and test.	M		
7.2	The multiple environments MUST be sufficiently isolated from production and from each other so that operations in one environment will not affect those of another.	M		
8	**System Performance**			
8.1	The system MUST be responsive and available.Any volume processing MUST not interfere with online responsiveness or availability.	M		
9	**Disaster Recovery**			
9.1	Bidders MUST propose several disaster recovery configurations and should indicate the level of protection offered by each alternative.	M		
9.2	The system MUST support replication and rapid failover or redeployment in the event of problems or planned maintenance. Snapshots an restore points must also enabled to revert the system to a certain restore point	M		
10	**Reporting**			
10.1	The system MUST include comprehensive graphical reporting tools on all reports for the different modules that allow for ad hoc reporting with drill down, filtering, sorting etc	M		
10.2	Standard reports SHOULD be included that will serve as models for customized reporting as well as provide for basic functional reports.	M		
10.3	Report wizards or similar techniques SHOULD be available to guide users through report creation.	M		
10.4	The system MUST be designed such that reporting activities do not compromise the responsiveness of the interactive system.	M		
10.5	The system MUST be able to provide departments the ability to develop ad hoc reports at their discretion. The system MUST include a data dictionary or similar provision to allow non- technical users to identify the appropriate data elements for inclusion in their reports.	M		
10.6	Reports MUST have output flexibility i.e. can be printed or exported into several industry standard formats such as Adobe PDF, XML, XLS, XLSX, CSV, TXT (tab delimited), etc.	M		
11	**Project Management Requirements**			

11.1	The bidder MUST provide information on the proposed, recognized methodology for implementing the integrated Enterprise Resource Planning including the functional analysis, installation, configuration, testing, staging, data migration deployment activities, risk management, and training services.	M		
11.2	The vendor MUST develop an overall implementation strategy which includes a comprehensive project implementation plan; it shall include, but not be limited to,	M		
i	Tasks estimation	M		
ii	Project planning	M		
iii	Work allocation	M		
iv	Progress tracking and monitoring	M		
v	Reporting scenarios	M		
11.3	The vendor MUST develop an issues resolution methodology.	M		
11.4	The vendor must be verifiable with manufacturer of the system	M		
11.5	The vendor MUST develop a risk identification and mitigation strategy and develop a contingency plan.	M		
11.6	The vendor MUST develop technical standards for modifications, security, conversion, and system administration for all modules.	M		
11.7	The bidder MUST describe what tools and techniques will be used in managing this project.	M		
11.8	The bidder MUST describe the project management team structure, along with their technical qualifications and roles and responsibilities of all team members.	M		
11.9	The bidder MUST describe the approach that will be used for task management and tracking as well as project meetings and documentation, as well as the updating of the senior management on timely status of the project.	M		
11.10	The bidder MUST describe what resources (Business & IT resources) will be necessary for the project to succeed including clear resource roles and responsibilities during the project and how to better utilize these resources, and transfer the knowledge for them.	M		
11.11	The bidder MUST describe what procedures will be used to keep the project on track, and what escalation procedures will be used to address any problems with project progress.	M		

11.12	The bidder MUST describe process of transferring the knowledge and training of UNPS 2007 admin.	M		
11.13	The bidder MUST provide specifications and a list of all project deliverables.	M		
11.14	The bidder MUST NOT propose a development, customization or implementation model where offshore resources are required to log on to onshore servers, instead the vendor MUST propose a plan for performing all development activities on – site.	M		
12	**Data Migration Requirements**			
1	The system MUST have capability for data conversion. This includes Decimal place androunding off factors	M		
2	The system MUST have exception reports tocapture items not converted automatically during data conversion.	M		
3	The system MUST have functionality for methodsto verify conversion, e.g. file comparisons, balance / totals / count comparisons.	M		
4	The system MUST have Parameters for successful conversion, e.g. Percentages consistency.	M		
5	The System MUST have capability for scheduling and sequencing of tasks.	M		
6	The Bidder MUST provide in the Technical proposal, sufficient details covering the dataconversion approach to be adopted to ensure sound data migration:	M		
13	**Database analysis**			
1	Data mapping.	M		
2	Post conversion clean up.	M		
3	Conversion coding development.	M		
4	Data integrity checking and audit methodology.	M		
14	**Business Value Enhancements Requirements**			
1	The Vendor MUST work with the relevant user departments / Divisions to identify all business requirements	M		
2	The vendor MUST provide services to implement "best practice" business processes associated withthe supplied systems.	M		
3	The vendor MUST provide "best practice" business process documentation for business processesassociated with the supplied systems.	M		
4	The bidder MUST describe how they will assist the organization in maximizing the business value out of the supplied systems.	M		

5	The vendor must describe a detailed methodologyfor undertaking business process improvement activities and execute business process improvement activities	M		
6	The vendor should highlight experience of the firm for delivering the following services:	M		
i	Gap analysis of the "best practices" business processes as brought by the bidder with the organization's current business processes.	M		
ii	Developing a "To Be" business model based on the proposed system solution and best practices.	M		
iii	Creating Key Performance Indicators (KPIs) to measure the efficiency of the new processes.	**M**		
15	**Integration Requirements**			
1	Vendors MUST conduct an integration review workshop. The outcome of the workshop will be a complete mapping of all existing points of system integration, the identification of new points of integration and the identification of existing pointsof integration, which may benefit from re – design or re – implementation.	M		
2	The vendor must implement all integration requirements identified because of the integration review workshop.	M		
3	Bidders MUST describe their interface development process.	M		
4	Vendors MUST implement an interface management methodology and process, that will assist UNPS 2007 maintain the interfaces in the future.	M		
5	Vendors MUST implement operational processesfor the monitoring and management of points of systems integration.	M		
6	The vendor must conduct an integration training workshop for the ERP Core Team to provide knowledge transfer with the objective of building internal capacity for:	M		
i	Providing in house maintenance and support to the Interface	M		
ii	Development of interfaces	M		
7	The vendor must supply all documentation, manuals and guides necessary for maintaining the integration platform	M		
8	The system MUST support modern "best business practices", with data located in one integrated system and a centralized location, shared across UNPS 2007's departments. The system MUST support enterprise wide business processes with a goal of eliminating multiple handling of data and increasing accuracy.	M		

9	The vendor must provide an open integration platform that will be used for integrating the ERP with current information systems and future information systems yet to be identified. The platform must not limit integration to particular vendors/ products.	M		
16	**Documentation Standards**			
1	All project documentations (softcopy and hardcopy) MUST be handed over by the **vendor and will be considered FINAL once approved by UNPS 2007 ERP Core Team.**	M		
2	The documentation provided should be done at all the phases of the implementation	M		
3	All project documentation versions MUST be controlled by the use of a Project Library directory. All relevant documentation MUST be handed over to UNPS 2007 after the project implementation.	M		
4	All documents MUST be submitted in English language, including user manuals.	M		
5	The following project documentation, among others, MUST be provided	M		
i	Requirements and Business Process documents including customization, modification or extensions Solution document, Architecture and design document.	M		
ii	Data Migration Strategy (to be reviewed by the UNPS 2007 ERP Core Team and amended as appropriate)	M		
iii	Testing Strategy (to be reviewed by the UNPS 2007 ERP Core Team and amended as appropriate) and amended as appropriate)	M		
iv	Training / User guide manuals for each module,	M		
v	Technical administration guide for all the technical components of the Solution	M		
vi	Front end Backup with a scheduler and restore of db. The vendor must equally provide installers and installation guide for ICT to setup the application from scratch independently.	M		
17	**Training and Knowledge Transfer**			
1	The Bidder MUST provide information on the types of training to be offered for super users, end users IT	M		

	personnel, among others			
2	The information provided should include:	M		
i	Training strategy and plan for pre and post implementation	M		
ii	Location	M		
iii	Training provider (in house, external)	M		
iv	Type of training and modules provided	M		
v	Medium (classroom, e-learning etc.)	M		
3	The bidder MUST provide Knowledge Transfer Plan. The approach MUST cover the following	M		
4	Functional Area: by which the key users MUST beable to configure, setup, and handle any new requirements after the implementation. This will allow UNPS 2007 to continue with process improvement exercises after the completion of the implementation.	M		
5	Assistance and guidance with development of the business rules and applying them to the software.	M		
6	Fit and gap analysis and systems analysis.	M		
7	Technical Area: by which the IT personnel ofUNPS 2007 MUST have the sufficient knowledge that qualify them to carry out:	M		
i	System administration (ability to maintain, install, configure) especially in the initial stages of testing and implementation	M		
ii	Database Administration, during the initial stagesof implementation and subsequent performance tuning later in the implementation	M		
iii	Workflow and Graphical User Interface (GUI) customization support Release management support to be created within the system as a userguide for DIY (do it yourself).	M		
iv	Development of data interfaces to / from external entities	M		
v	Conversion of data	M		

8	The knowledge transfer plan MUST include a component where UNPS 2007's staff is involved in all phases of the project's design, development, implementation and support	M		
9	Knowledge transfer for the solution implemented should include, and not limited to, operating system administration, database administration, application administration, modules management, troubleshooting, backup and restore.	M		
10	The bidder MUST provide a list of expected training documents and material to be delivered during the project, with sign offs after each stage from the respective business process owner asownership and confirmation	M		
18	**Testing and Acceptance**			
1	The Vendor MUST design and develop detailed functional test specifications and scripts that cover all possible business scenarios with the help of business users for all the modules.	M		
2	The vendor must participate in the User Acceptance Testing processes and be available for consultation during this process.	M		
3	The vendor must implement and document results of all test activities conducted during the project	M		
4	The Vendor MUST designs, develop, manage and conduct Integration System			
5	Testing (IST). The scope and results of this testingmust be presented to UNPS 2007's ERP Core Team for approval.	M		
6	The Vendor MUST design develops, manage and conduct Performance and Volume Testing. The scope and results of this testing must be presented to UNPS 2007 ERP Core Team and Management for Approval	M		
7	The Vendor MUST provide test reports on all conducted tests.	M		
8	The Vendor MUST design, develop and conduct regression testing following the correction of problems identified during the testing cycle anddocument the same	M		

19	**Implementation Schedule and Location**			
1	The Implementation schedule should be no morethan 12 months, addressing the following requirements, among others:	M		
i	Project organization and management plan	M		
ii	Full customization, implementation and commissioning of the ERP System.	M		
iii	Regular updates to the UNPS 2007's ERP Core Team on the progress of the project	M		
iv	Hardware procurement, where necessary	M		
v	Testing schedules such as unit testing, integration testing, etc.	M		
vi	User Acceptance testing, Performance testing and regression testing.	M		
vii	Training for UNPS 2007 Executives, Managers, end users and power users.	M		
viii	Soft launch	M		
ix	Final Go live	M		
x	Provision of all documentation and manuals	M		
xi	Sign – offs	M		
xii	Official handover and commissioning of the system.	M		
xiii	Task, time and resource scheduling	M		
2	As part of the implementation plan, the biddershould clearly demonstrate how the following reporting components will be incorporated as partof their implementation schedule:	M		
3	Updates to the UNPS 2007 ERP Core Team and Management summarizing:	M		
i	Results accomplished between the reporting periods	M		
ii	Deviations from project plan/milestones and reasons for such Corrective actions to be taken and their due dates	M		
iii	Other issues and outstanding problems and proposed corrective actions that should be undertaken	M		

iv	Actions that should be undertaken by UNPS 2007 and due dates	M		
v	Other issues that the bidder foresees could impact on the project's progress or Effectiveness	M		
vi	Project management reports	M		
vii	Inspection and quality assurance reports	M		
viii	Training participants test results	M		
ix	Log of service calls and problems resolution	M		
4	The Bidder is required to provide the specification and description of the different phases and activities of the project. The plan shall clearly specify the start and end dates (relative to contract signing) of each of the project phases specifying key milestones allowing visibility of projectprogress.	M		
20	**Hardware and Operating System Requirements**			
1	The bidder MUST indicate whether the system will work optimally in a Virtual Environment running VMware and Windows Server operating systems	M		
2	While it is expected that the vendor will conduct a technical architecture /sizing exercise during the Definition Phase to determine the required infrastructure to host and run the solution appropriately, the bidder MUST estimate from previous experiences the following:	M		
i	The Computer servers' configuration and architecture including number of applications and database servers, requisition size requirements, CPU power requirements, RAM, and hard disk capacity requirement for each server.	M		
ii	Assess and evaluate the current infrastructure and recommend the best way to utilize it in order to get the maximum reuse of the current hardware.	M		
iii	Assess current network connectivity,speed, stability, and recommend any required updates	M		
iv	Recommend other communication requirements, backup, printing, development tools, etc.	M		
3	The Vendor MUST Conduct a technical architecture/sizing exercise during the Definition Phase to determine the required infrastructurerequired to host and run the solution appropriately	M		

4	The Vendor MUST ensure that the implementation is secure and reliable for access to the implemented solution.	M		
5	The Bidder MUST propose the optimal connectivity required for the solution within a WAN environment while utilizing the KPAP's current infrastructure. The Bidder MUST also recommend any additional optional bandwidth and security requirements to the existing infrastructure	M		
21	**Warranty, Post implementation and Annual Maintenance Support**			
1	The Bidder MUST describe the approach and plan to provide on-site support for six months	M		
2	The Bidder MUST describe the services and activities that will be provided during the nine months off-site support	M		
3	The Bidder will be expected to provide comprehensive maintenance of the ERP system after the post-implementation support period. This will include all aspects of the system support including software updates, among others. This will be spelt out in a comprehensive Service Level Agreement (SLA) between the bidder and UNPS 2007. (The SLA must clearly describe Warranty and Licensing mechanism and mode and currency of payment)	M		
4	Clearly indicate the channel of communication between the vendor and **the UNPS 2007 including escalation matrix for support**			

EBOARD ERP SPECIFICATIONS

Paperless Boardroom meetings
The ERP should have a template to Notify Selected Board members of a scheduled meeting in advance. Some meetings may be for DC while others DB, others joint and others selected persons. The notification should contain the following at a minimum:

- Name of the organization
- Date of the meeting
- Location of the meeting
- Time of the meeting
- The nature of the meeting (Various options i.e. special meeting, SFI Committee Meetings etc)
- The preliminary agenda (Can allow multiple agendas)
- Date of the notice (Timestamp generated by system)

Number	Module	Description	Compliance	Bidder's Response
1	**Multiple Meeting Types**	Manage all your meetings types in one, convenient location, including support for creating an adjourned meeting notice, which reopens the previous meeting keeping an audit trail of the past meeting.	M	
2	Support multiple stages of tracking a meeting in progress	Pre-meeting, the key deliverable being Auto Agenda Generation	M	

		• During-meeting, with aid for automating Minutes of Meeting creation • Post-meeting, with Automated Action Taken Report: Who, When, What		
3	Meetings Integration	Integrate with Microsoft Outlook calendar.	M	
4	Advanced Search	Search for meetings and quickly sort by meeting type, date, and more.	M	
5		A calendar feature allows board and committee members to view all approved notices of meetings	M	
6	Personal Notes & Public Comments	Create both personalized notes on individual agenda items and public notes visible to others on individual agenda items.	M	
7		Easy to use document management and collaboration: Mark/Annotate/ Make Notes/Share/Sync	M	
8	Roles and Permissions	Streamline meeting preparation and approval through user roles and permissions. Scheme Administrator to approve final meeting before it's visible to the Trustees/attendees dashboards. External participants can also be allowed.i.e.lawyers, fund managers etc with limited access rights i.e. may not vote or share public comments	M	
9		eVoting Tab to allow members with rights to a vote to vote on specific agendas or to vote on selected or all minutes.	M	
10		No editing option, once a pack is locked, it shall require a requester and an approver to allow editing, showing an audit trail of changes with time stamp.	M	

11	Anytime, Anywhere Access	Create public or private meetings and limit item visibility by role.	M	
12		Directors can find any future meetings they are required to attend and in case of any change, they get an automatic notification through SMS	M	
13		Central repository of all meeting notices and other board documents for future reference	M	
14		Digital and Automated meeting management including Integrated One Click Video Conference	M	
15		It should also have an IOS and android app	M	
16	**Systems Administration Panel**	Allow administrator to define role-based access for the board members/participants, what they can see, do action or edit.	M	
17		Allow admin the flexibility configure new types of meetings with different rules as required.	M	
18		The eboard is part of the ERP hence Active directory integration shall be used to create users and reset password to access the eBoard	M	

The Interface Must closely mimic the following screenshots both by design and functionality:
Vendor to sign on each Page confirming their ERP system will implement this, omit signature if your system shall not implement

CUSTOMER CARE MODULE

Number	Requirement Description	Compliance	Bidder's Response	
			YES	NO
1	The Customer Care Officer Must have a ticketing system for logging in ALL member inquiries then resolveon first call or transfer to someone else or put on hold with a reason, common querries should be predefined for auto selection	M		
2	The system should auto generate a timestamp of whenthe ticket was created, and the timestamp when it was closed.	M		
3	When a customer care allocates someone a ticket, it should send an email notification with a direct link tothat specific query for resolution	M		
4	The Home Page of the ticketing system should enable Customer care query the name/check number or otherdata and see previous CRM tickets on this member, so that he sees the history of tickets, nature of issues and Resolutions	M		
5	There should be a dashboard showing all open tickets, all closed tickets, all tickets on hold, sorted by the lateston top, with filtering and exports to excel.	M		
6	A customer care can close a ticket on behalf of a colleague, all closed tickets must have a narrative and a place to attach one of multiple documents	M		
7	CEO should have a dashboard of all open tickets showing members details, issue and who is resolving.	M		
8	Every new ticket should have a unique ticket number auto generated by the system and no ticket can be deleted from the system	M		
9	Once a ticket is closed it cannot be edited again, but it can be reopened with only the option to add newstatus details and close the ticket again	M		
10	HOD benefits should see all the tickets and resign as he	M		

	may wish or give comments.			

DASHBOARDS

All managers, trustees, Legal Officer and staff should have personal dashboards of what requires their approval or what they want to monitor from all the different modules in the ERP.i.e. HOD performance dashboard, HR Leaves to approve dashboard, Purchase Orders to approve Dashboard, Pending Invoices dashboard, Open Customer Care Tickets dashboard etc,

Number	Requirement Description	Compliance	Bidder's Response	
			YES	**NO**
1	All possible dashboards should be able to creatable andassigned as long as you are duly authorized by an IT admin	M		
2	The Homepage of each dashboard should have multiple windows and allow someone to click and open item and drill down to detailed information then action where Necessary	M		
3	The dashboard should be fully flexible and customizable by each individual dashboard owner as desired	M		
4	Admin can restrict through a dashboard admin panel what users can see or not do on their dashboards, system should not be hardcoded	M		
5	The dashboard should have graphical representations i.e. for trend analysis related data with an option to drilldown to the detailed data in a list	M		
6	System should also users to filter, sort or search information from the dashboard	M		
7	The dashboard should be dynamic and auto refresh as data changes on the ERP	M		
8	The system should allow a user to query any report fromany module they have access, define filters, rules then convert it into a dashboard item with drill down and	M		

	export features			
9	The legal Officer should have a dashboard showing ALLpayments made to any lawyer, the dashboard should show payments classified under a case, with all payments with timestamp made to a specific case Categorized	M		
9.1	The system should allow the Legal Officer to view all lawyers created as suppliers on the platform, view all past and current cases being handled by each and viewpayments done accordingly. should be able create additional information under every lawyer/case orpayment.	M		
9.2	The system MUST have admin setup to change varioustax changes and dynamically computer on member statements, the tax changes may be limited to certain categories of members hence fine grained tax adjustments	M		
9.3	All computational worksheet samples below are real lifeexamples hence the system MUST be able to regeneratethis samples after being supplied all actuarial factors to give an accurate figure as per this samples which have varying scenarios	M		
9.4	The System should main historical taxes and historical actuarial factor to ensure historical computations are computed accurately and automatically based on taxesand actuarial factors at that historical period.	M		

No.	ITEM DESCRIPTION	QUANTITY	UNIT
	SCHEDULE OF REQUIREMENTS		
1.	Supply, Configure, Test and Commission of all Pension Enterprise Resource Planning Solution (All modules) and provision of all manuals both Technical and Operations for the system. Server setup and cloud backup setup.	1	PENSION
2	Train technical and operational staff	1	PENSION
3	Provide Post go-live (implementation) support for twelve (12) months with six months on site support	1	PENSION

PRICE SCHEDULE OF REQUIREMENTS

Name of tenderer_____Tender Number_____Page_____of _____

No.	Module	Quantity	Unit Cost (Kshs)	Total Price (Kshs)
1.	Pension Administration modules			
2.	Investment Management Modules both Property and Financial Assets			
3.	Financial Management modules			
4.	Human Resource & Payroll for IDD pensioners and secretariat modules			
5.	Procurement and Inventory Management			
6.	Asset Management Modules			
7.	Project Management Modules			
8.	Requisition Management			
9.	Help Desk Portal for Trustee / Sponsor and members			
10.	Customer Relationship Management (CRM) Self Service Web portal integrated with the proposed solution			
11.	Proposed skills set training for UNPS 2007			
I	Technical staff			
ii	Operational staff (Users)			
12 .	Installation fees			
	Sub Total			
	Value Added Tax			
	TOTAL COST			
14.	Service Level Agreement for ERP with UNPS 2007			

Authorized Official: …………………………………………………………………………….

Name……………………………………………………………………………………………….

Signature …………………………………………………………………………………………...

Date ………………………………………………………………………………………………...

TENDERING FORMS

1. FORM OF TENDER

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

ITT No.: *UONPS/T/01/21*

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) a s 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,orserviceprovidersforanypartofthecontract,arenotsubjectto,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	

(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 process and the execution of any resulting contract.

r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

i) Tenderer's Eligibility; Confidential Business Questionnaire–to establish we are not in any conflict to interest.

ii) Certificate of Independent Tender Determination–to declare that we completed the tender without colluding with other tenderers.

iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

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

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

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

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

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

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

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

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a)   Tenderer's details

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

General and Specific Details

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 Public Procurement Regulatory Authority 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	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be		

	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 University of Nairobi Pension scheme for the **Supply, Configure, Test and Commission Pension Administration Enterprise Resource Planning System for the UONPS 2007** *tender no.: UONPS/T/01/2021* 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, a s 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, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

    Name _____ Title _ Date ___ *[Name, title and*

    signature of authorized agent of 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) APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(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 be low highlight Kenya's policy of no tolerance for such practices and behavior:

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be: -

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

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

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

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

a) Shall not take part in the procurement proceedings;

b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

   i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii)   "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv)   "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v)   "obstructive practice" is:

a)   deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b)   acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

c)   Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

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

c)   Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d)   Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;

e)   Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f)   Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

.

2. TENDERER INFORMATION FORM

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

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

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

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

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

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

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

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

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

6. Tenderer's Authorized Representative Information

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

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

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

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

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

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

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

    In case of state-owned enterprise or institution, in accordance with ITT4.6 documents

    establishing:

    i)   Legal and financial autonomy

    ii) Operation under commercial law

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

    ☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

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

3. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: _____ **Request for Tenders**
No: _____ **Date:** _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that_____(hereinafter called" the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of _____Under Request for Tenders No._____("the ITT").

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

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

    a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or

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

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

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

_____

[signature(s)]

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

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

head or SWIFT identifier code]

Beneficiary:....................................*[Procuring Entity to insert its name and address]*
ITT No.:...*[Procuring Entity to insert reference number for the Request for Tenders]*
Alternative No*.: ....[Insert identification No if this is a Tender for an*
alternative] **Date:** ....*[Insert date of issue]*

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

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

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

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

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

(a)   Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or

(b)   Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

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

end of the Tender Validity Period.

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

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

_____
[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:

   a) haswithdrawnitsTenderduringtheperiodofTendervaliditysetforthinthePrincipal'sFormofTender("the TenderValidityPeriod"),oranyextensiontheretoprovidedbythePrincipal;or

   b) 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 irrespective names this_____day of_____20_____.

Principal:_____ Corporate Seal (where
      appropriate)
Surety:_____

SECTION VII - GENERAL CONDITIONS OF CONTRACT & CONTRACT FORMS

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-Clause8.2 hereunder.

b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;

c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity

d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider

h) "Foreign Currency" means any currency other than the currency of Kenya;

i) "GCC" means these General Conditions of Contract;

j) "Government "means the Government of Kenya;

k) "Local Currency "means Kenya shilling;

l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;

m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;

n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;

o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;

p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity

q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity

s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses3.5and4;

u) "Public Procurement Regulatory Authority (UONPS)" 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 a respecified 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 UONPS

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, UONPS and/or persons appointed by UONPS 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 UONPS. 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 UONPS prevailing sanctions procedures).

1.8 Taxes and Duties

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

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

1.2.1 Program

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

2.2.2 Starting Date

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

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause3.8.Inthiscase,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,"ForceMajeure"meansaneventwhichisbeyondthereasonablecontrolofa 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 remunerationinconnectionwiththisContractortheServices,andtheServiceProvidershallnotacceptfortheir   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 bed is qualified 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 Sub contractors', 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-Clause7.2 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 Care 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- Clauses2.4and6.3.

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   PaymentforAdditionalServices,andPerformanceIncentiveCompensation

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 <u>plus or minus </u>percentage. The percentage already worked out during tender evaluation is worked out as follows:*(corrected tender price–tender price)/tender price X100.*

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:

$$P_c = A_c + B_c Lmc / Loc + C_c Imc / Ioc$$

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

Lmc is the index prevailing at the first day of the month of the corresponding invoiced ate and Loc is the index prevailing28 days before Tender opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc 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 Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo 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 Zn 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-Clause1.6 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-Clause6.7.2

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 28days, 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 hall apply.

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

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

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

8.1.5.1 This fully detailed claim shall be considered as interim;

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

b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

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

8.1.7   Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

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

8.1.9   If the Project Manager does not respond within the time framed fined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance withSub-Clause8.2 [Matters that may be referred to arbitration].

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

8.2   Matters that may be referred to arbitration

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

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

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

c)   Whetherornotacertificatehasbeenimproperlywithheldorisnotinaccordance 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 Dis satisfaction 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 construction of this Contractor 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 been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

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

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

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

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

8.6   Failure to Comply with Arbitrator's Decision

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

9.1   The Adjudicator

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

9.2   The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC,** together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within28 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.

SPECIAL CONDITIONS OF CONTRACT

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
Particulars ofperformance security	The winning bidder will be required to provide a performance bond of 10% of the contract sum within thirty days after notification of award.
Terms of payment	Thirty (30) days on milestone achievement uponinvoice submission and verification ■ After Contract signing - 20% of contractprice ■ After successful of data migration -15% of contract price ■ After successfully deployment of Pension/Benefits and accounting modules - 10% of contract price ■ After system testing and User Acceptance Testing of all modules - 20% of contract price ■ After successful Commissioning and training - 30% of contract price ■ Retainer 5% of contract price to be released after expiry of warranty period oftwo (2) years.