MATHIRA WATER & SANITATION COMPANY LTD (MAWASCO)

P.O BOX 1981-10101

KARATINA

REQUEST FOR PROPOSAL (RFP)

SUPPLY, INSTALLATION, CONFIGURATION, CUSTOMIZATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR MAWASCO

TENDER NUMBER: MWSC/RFP/001/2021-2022

CLOSING DATE: FRIDAY,8TH APRIL, 2022

TIME: 11.00 AM

SECTION 1: REQUEST FOR PROPOSAL

REF NO. MWSC/RFP/001/2021/2022

TENDER NOTICE

TENDER FOR SUPPLY, INSTALLATION, CONFIGURATION, CUSTOMIZATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN ERP SYSTEM FOR MAWASCO**.**

MAWASCO is a corporate entity incorporated under the Companies Act (Chapter 486, Laws ofKenya) wholly owned by the County Government of Nyeri. Pursuant to the provisions of the Water Act 2016, the Company is an agent of County Government of Nyeri and is mandated to provide water and sanitation services to Mathira Sub-County and its environs**.**

MAWASCO invites sealed bids from eligible bidders for Supply, Installation, Configuration, Customization, Testing, Commissioning and Maintenance of an ERP System.

Detailed Request for Proposal (RFP) documents detailing the requirements can be downloaded free of charge from our website; **www.mawasco.co.ke** or through email requests to **info@mawasco.co.ke**

A completed Request for Proposal (RFP) **Technical Proposal** document in plain sealed outer envelope enclosing separately sealed envelopes (in “original” and “copy” properly bound) and a completed Request for Proposal (RFP) **Financial Proposal** document in plain sealed outer envelope enclosing separately sealed envelope (in “original” and properly bound) shallbe placed in an outer envelope, sealed and clearly marked, **“DO NOT OPEN” MWSC/RFP/01/2021/2022 – SUPPLY, INSTALLATION, CONFIGURATION,CUSTOMIZATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN ERP SYSTEM** should be deposited in MAWASCO Tender Box at the Company’s offices located at main offices situated along Gaikuyu-Gitunduti Road, or mailed to P. O. Box 1981-10101 Karatina to reach us on or before **8th April, 2022 at 11.00AM East Africa Time** and should be addressed to:

The Managing Director,
Mathira Water and Sanitation Company

P.O. Box 1981-10101,
Karatina

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SECTION 2. INSTRUCTIONS TO CONSULTANTS AND BID DATA SHEET

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

A: GENERALPROVISIONS

1. Meanings/Definitions

a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) "Applicable Law" means the laws and any other instruments having the force of law inKenya.

c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.

d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to MAWASCO under the Contract.

e) "Contract" means a legally binding written agreement signed between MAWASCO and the Consultant and includes all the attached documents listed in its Clause 1 (the GeneralConditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section2thatisusedtoreflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.

g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.

h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

i) "Government" means the Government of the Republic of Kenya.

j) "In writing "means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurementsystem used by MAWASCO with proof of receipt.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to MAWASCO for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

m) "ITC" (this Section2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) “Letter of RFP” means the letter of invitation being sent by MAWASCO to the Consultants.

o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.

r) “RFP” means the Request for Proposals to be prepared by MAWASCO for the selection of consultants.

s) “Services” means the work to be performed by the Consultant pursuant to the Contract.

t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to MAWASCO during the whole performance of the Contract.

u) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of MAWASCO and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.0 MAWASCO invites interested, eligible and qualified firms with relevant experience in similar undertakings to submit their bids for Supply, Installation, Configuration, Customization, Testing, Commissioning and Maintenance of an ERP System.

2.1 The Consultant are invited to submit a Technical Proposal and a Financial Proposal in separate envelopes.

2.2 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal.

2.3 MAWASCO will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding MAWASCO's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for futurework.

3.2 The Consultant has an obligation to disclose to MAWASCO any situation of actual or potential conflict that impacts its capacity to serve the best interest of

MAWASCO. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

i) Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by MAWASCO to provide goods, works, or non- consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) Conflicting Assignments

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

iii) Conflicting Relationships

Relationship with MAWASCO's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of MAWASCO who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,(ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) Others

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

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

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

6 Collusive practices

6.1 MAWASCO requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the

"Certificate of Independent Proposal Determination" annexed to the Proposal Form.

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

7 Eligibility

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

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

7.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the websitewww.cak.go.ke

7.4 Public Officers of MAWASCO, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

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

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

a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals isavailable from the website of PPRA www.ppra.go.ke.

b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:

i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;

ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import goods or services from that country or any payments to any country, person, or entity in that country.

c) Restrictions for Government-owned Enterprises-Government owned enterprises or institutions in Kenya shall be eligible only if they can establish that they;

i) Are legally and financially autonomous,

ii) Operate under commercial law, and

iii) That they are not dependent agencies of MAWASCO.

B. Restrictions for public employees - Government officials and civil servants and employees ofpublic institutions shall not be hired for consulting contracts.

7.7 Margin of Preference and Reservations: -no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B: PREPARATION OF PROPOSALS

8 General Considerations

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

9 Cost of Preparation of Proposal

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

10 Language

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

11 Documents Comprising the Proposal

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

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

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

12 Only One Proposal

12.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non- Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12.2 Members of a joint venture may not also make an individual Proposal, be a sub-vendor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

12.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

13 Proposal Validity

a. Proposal Validity Period

13.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

13.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

13.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Ex tension of Validity Period

13.4 MAWASCO will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, MAWASCO may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

13.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC12.7.

13.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

13.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to MAWASCO together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

13.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to MAWASCO, such Proposal will be rejected.

c. Sub-Contracting

13.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of MAWASCO.

14 Clarification and Amendment of RFP

14.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to MAWASCO's address indicated in the Data Sheet. MAWASCO will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should MAWASCO deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure describedbelow:

14.2 At any time before the proposal submission deadline, MAWASCO may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledgereceipt fall amendments in writing.

14.3 If the amendment is substantial, MAWASCO may extend the proposal submission deadlineto give the Consultants reasonable time to take an amendment in to account in their Proposals.

14.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or FinancialProposal shall be accepted after the deadline.

15 Preparation of Proposals–Specific Considerations

15.1 While preparing the Proposal, the Consultant must give particular attention to the following:

(a) If a consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate

with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

(b) MAWASCO may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or MAWASCO's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.

(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(d) d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their key experts do not appear in proposal of otherinvited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

16 Technical Proposal Format and Content

16.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 ofthe RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing materialfinancial information shall be declared non- responsive.

16.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

17 Financial Proposal

17.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers MAWASCO to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C: SUBMISSION, OPENING AND EVALUATION OF RFP

18 Submission, Sealing, and Marking of Proposals

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

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

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

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

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

19 Sealing and Marking of Proposals

19.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to MAWASCO and a warning "DO NOT OPEN BEFORE **8th April, 2022 at 11: 00 AM**". Within the single envelope, package or container, the Firm shall place thefollowing separate, sealed envelopes:

19.2 In the single sealed envelope, or in a single sealed package, or in a single sealed containerthe following documents shall been closed and shall be addressed as follows:
i) in an envelope or package or container marked "ORIGINAL", all documents comprising theTechnical Proposal, as described in ITC11;
ii) in an envelope or package or container marked "COPIES", all required copies of the TechnicalProposal;
iii) in an envelope or package or container marked "ORIGINAL", all required copies of theFinancial Proposal; and

19.3 The inner envelopes or packages or containers shall:
i) Bear the name and address of MAWASCO.
ii) Bear the name and address of the Firm; and
iii) Bear the name and Reference number of the Assignment.

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

19.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by MAWASCO no later than **8th April, 2022 at 11:00 AM**, or any extension to this deadline. Any Proposal or its modification received by MAWASCO after the deadline shall be declared late and rejected, and promptly returned unopened.

20 Confidentiality/Canvassing

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

20.2 Any attempt by consultants or any one on behalf of the Consultant to influence improperly MAWASCO in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarmentprocedures.

20.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a consultant wishes to contact MAWASCO on any matter related to the selection process, they should do so only in writing.

21 Opening of Technical Proposals

21.1 MAWASCO's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, oronline if this option is offered in the Data Sheet). MAWASCO will open all tenders in the presence of tenderers' representatives who choose to attend, on 8thApril, 2022 at 11:00 AM and in the following location. **MATHIRA WATER & SANITATION COMPANY Main office situated along Gaikuyu-Gitunduti Road, in Karatina, at our Boardroom.**

21.2 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by MAWASCO or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

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

22 Proposals Evaluation

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

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

23 Evaluation of Technical Proposals

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

a) Firm has submitted the required number of copies of the Technical Proposals.

b) Firm has submitted a sealed financial proposal.

c) The Proposal is valid for the required number of days.

d) The Technical Proposal is signed by the person with power of attorney, without material deviation,reservation, or omission.

e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.

f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority inaccordance with ITT 3.14 for Kenyan firms.

g) Key Experts are from eligible countries.

h) Key Experts do not appear in more than one proposal.

i) A short-listed firm has not participated in more than one proposal.

j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.

k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt orfraudulent practices.

l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.

m) The firm has not proposed employing public officials, civil servants and employees of publicinstitutions.

n) The Consultant, its sub-consultants and experts have no conflicts of interest.

Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it doesnot respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicatedin the Data Sheet.

STAGE ONE: EVALUATION PROCESS

23.1 Preliminary evaluation of open tenders

The evaluation committee shall first conduct a preliminary evaluation to determine whether;

Description	YES/NO
1. The tender has been submitted in the required format;	
2. Any tender security submitted is in the required form, amount and validityperiod;	
3. The tender has been signed by the person lawfully authorized to do so;	
4. The required number of copies of the tender have been submitted;	
5. The tender is valid for the period required.	
6. All required documents and information have been submitted	
7. The Tender is complete	
8. The tender is responsive.	

23.2 **Statutory / Mandatory requirements**

	Description	YES/NO
1.	Copy of Certificate of Company/Firm registration	
2.	Current and Valid Tax Compliance Certificate	
3.	Audited accounts for the last three years (2019-2021).	
4.	Details of directorship/ownership (CR12) with respective shareholding and details of citizenship	
5.	Duly signed commitment letter for one-year warranty provision and free maintenance and support for the same period.	
6.	Evidence of a permanent office for the bidding entity in the form of either office space lease/rent agreement with evidence of payment of rent/lease OR proof of ownership of the premise where the office is located which shall be in the form of a land ownership document in the name of bidding entity.	
7.	Statement of verification that the Firm is not debarred in the Matter of Public Procurement and Asset Disposal Act 2015.	
8.	Valid and current Business Permit	
9.	Copy of ICT Authority (ICTA) Systems and Applications Certificate, ICTA 1: Systems and Applications	
10.	Four Recommendation Letters from Water Service Providers providing Similarservice supported by LPOs / Award letters. Addressed to Managing Director Mathira Water and Sanitation Company Ltd (MAWASCO)	

Tenders which do not satisfy any of the above requirements (clause 23.1 & 23.2) shall not proceed to the next stage.

STAGE TWO: TECHNICAL EVALUATION

The technical evaluation committee appointed by MAWASCO shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria provided.Each responsive proposal will be given a technical score (TS). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achievethe minimum technical score.

In order to qualify for financial evaluation bidders must achieve a minimum score of **70%** out of the maximum allocated points in the evaluation criteria. This will then be weighted using the formula: S/100 X T = TS, where S is the Bidder's score, T is the technical weighted for technical evaluation and TS is the weighted technical score.

The technical (T) and financial (F) evaluation will be allocated weights of 70% and 30% respectively

NB: Documentary evidence must be provided for each requirement. Non- compliance shall lead to disqualification

Item	Description	Total Marks
Manufacturers' Letter of Authorization	The bidder must provide a copy of certification /authorization form from the manufacturer or distributor to do business as anauthorized vendor for the proposed solution. **(5 Marks)** If bidder is OEM, they must proof the same	**5**
Capability of The Firm, and Past Performance,	**I.** The bidder should have been in operation as a supplier and/or installer of Enterprise Resource Planning and/or Integrated Information Management Systems of this kind for a minimum period of five (5) years, have operation in Kenya with minimum 5 years of experience. **(Certificate of incorporation as attached is used as proof) (5 Marks)** II. Details of experience and past performance on at least Four (4) water and sanitation companies in Kenya, where the supply, installation and commissioning of a similar enterprise resource planning system has been done that bestillustrate your ability to carry out this assignment. III. Provide information on each assignment for which your firm either individually, as a corporate entity or in association, waslegally contracted. **(5 Marks per Project)** a) Name of Client and postal address b) Key contact person and telephone no. c) Physical address d) When was the assignment undertaken e) Description of the Assignment f) Approx. value of the contract in Kshs................. **Proof of such contracts is required (Attach completion certificates)**	**25**
Adequacy of the proposed work plan and methodology in responding to the terms of reference	(a) Adequacy of the proposed methodology and work plan in responding to the **Terms of Reference(3marks)** (b) Clear and concise project implementation planswith logical sequence of tasks and milestones (**2marks)** (c) Complete training plan for technical, super users and endusers (**2marks**) (d) Project organization chart with clear roles, responsibilities andreporting lines (**1marks**) (e) Testing plan and migration plan (**1marks**) (f) Vendor support mechanism(**1mark**s)	**10**

Proposal and Methodology	The proposal provides a clear approach in completing the work. (a) Detailed Project implementation plan is attached **(4 Marks)** (b) The bidder has indicated the shortest project implementationperiod **(3 Marks)** (c) Longer Project completion period **(1 Marks)**	**7**
Qualifications and specific experience of key staff for the assignment	The Project team leaders with: **a)** At least five (5) years' experience with essentialqualifications **b)** At least two (2) team leaders one Master's degree in finance, accounting or business-related discipline, the other Master's degree in ICT or related discipline in managing Enterprise Resource Planning system installations and configurations. Attach CV, professional (certification) and academic certificates certifiedby the employee and bidding firm. **(5 Marks)** **c)** Less than 5 years' experience **(2 Marks)**	**5**
Key Technical Personnel/Experts	Technical specialists with at least five (5) years' experience installing and configuring Enterprise Resource Planning systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and commissioning of ERP systems of a similar nature. Kindly attach CV's and both professional and academic certificates, certified CV by employee and bidding firm for; a) Software Engineer **(4 Marks)** b) Solution Implementer **(4 Marks)** c) Financial Consultant **(3 Marks)** d) Database Expert/Administrator **(3Marks)** e) System Security Expert **(3 Marks)** f) Business Intelligence Consultant **(3 Marks)**	**20**
Business Support Capabilities	Show proof of access to lines of credit or other financial resources ✓ Provide written evidence from a reputable financial institution**(2 Marks)** ✓ The tenderer must have an average annual turnover of at least Ksh 50M and at least 50% of the turnover must be attributable to sale, supply and implementation of ICT Systems. **(8 Marks)**	**10**
Clearly Defined Training and Maintenance Plan	Provide a clear training and maintenance program with relevant areas of focus and timelines and provide evidence that they areaccredited to offer ICT related trainings **(Total 8 Marks)** ✓ Provided a detailed training plan **(2 Marks)** ✓ Provided a maintenance and support plan **(2 Marks)** ✓ Accreditation to offer ICT trainings- **(4Marks)**	**8**
Prototype Demonstration	Attach Demo Links and demo credentials - Adequacy of the demonstration for the proposed prototype reflecting particulars of all business processes and user requirement; and the specific system terms of reference. ✓ System is easy to use and has a clean interface, uses web-based technology and is mobile responsive **(2 Marks)**	**10**

	✓ Seamless end to end demonstration of all processes **(2 Marks)** ✓ The demonstrated system has robust business intelligenceand reporting features **(2 Marks)** ✓ The demonstrated system supports integration to othersystems (internal and external) **(2 Marks)** ✓ Demonstrate adequate security features **(2 Marks)**	
TOTAL	**100**	

The Bidders who score 70% and above will be deemed to be technically qualified. Only the Financial Bids of those who have technically qualified shall be opened for further evaluation.

STAGE THREE: FINANCIAL EVALUATION

Price comparison and the lowest tender figure from among the Bidders who qualify at the technical stage (70% and above) will be used as a base value for the calculation of the weightedscore for each bidders using the weight "F" shown above as follows: LTF/TF x F = FS

Where, TF is the tender figure under consideration, LTF is the lowest tender figure, F is the allocated weight for financial evaluation (30%) and FS is the weighted financial score.

STAGE FOUR: DUE-DILIGENCE (MANDATORY)

Due-diligence will be conducted on the bidder who will have emerged winner for verification of ongoing projects / current contracts or completed contracts where projects of a similar nature have been performed.

In case the report is not positive the second lowest responsive bidder will be considered for due diligence.

STAGE FIVE: RECOMMENDATION FOR AWARD

Bidders with the highest combined scores (CS) will be recommended for award i.e.

TS+FS=(CS) subject to the above stated (due diligence) conditions for award.

24 Public Opening of Financial Proposals

24.1 Unsuccessful Proposals

After the technical evaluation is completed, MAWASCO shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

i. their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

ii. provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

iii. their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

iv. notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

24.2 **Financial Proposals for QBS, CQS and SSS**

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

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

24.3 **Financial Proposals for QCBS, FBS, LCS**

Following the ranking of the Technical Proposals, and after internal approvals, MAWASCO shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

24.4 **Opening of Financial Proposals**

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

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

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

25 Correction of Errors

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

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

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

26 Taxes

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

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

27 Conversion to Single Currency

Where other currencies are used, MAWASCO will convert those currencies to Kenya Shillings using theselling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

28 Abnormally Low Prices

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

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

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

29 Abnormally High Prices

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

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

i) If the proposal price is abnormally high based on wrong estimated cost of the contract,MAWASCO may accept or not accept the proposal depending on MAWASCO's budget considerations.

ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, MAWASCO shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

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

30 Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

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

b. Fixed Budget Selection (FBS) Method

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

c. Least Cost Selection (LCS) Method

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

d. Combined Technical and Evaluation Report

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

31 Notification of Intention to enter into a Contract/Notification of Award

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

i) The name and address of the Consultant with whom MAWASCO successfully negotiated acontract;

ii) the contract price of the successful Proposal;

iii) a statement of the reasons why the recipient's Proposal was unsuccessful

iv) the expiry date of the Standstill Period, and

v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

32 Standstill Period

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

D: NEGOTIATIONS AND AWARD

33 Negotiations

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

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

33.3 **Availability of Key Experts**

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

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

33.5 **Technical negotiations**

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

33.6 **Financial negotiations**

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

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

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

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

33.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shallbe negotiated. If the negotiations fail, MAWASCO shall terminate the Consultant selection

process. In that event, MAWASCO shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

34 Conclusion of Negotiations

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

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

35 Letter of Award

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

36 Signing of Contract

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

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

37 Publication of Procurement Contract

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

37.2 Consider carefully the information on consultants to be published, particularly evaluation by MAWASCO, to avoid disclosing information which can facilitate bid-rigging going forward.

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

38 Procurement Related Complaint and Administrative Review

38.1 he procedures for making Procurement-related Complaints shall be specified in the **TDS.**

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

SECTION 2(b). BID DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General Provisions	
1.1	Electronic procurement system shall NOT be used.
2.1	Mathira Water and Sanitation Company Limited The consultant selection method is: [Procuring Entity to choose ONE of the selection methods by placing an X] **Quality and Cost Based Selection Method (QCBS) [X]** Quality Based Selection Method (QBS) [ ] Least Cost Selection Method (LCS) [ ] Consultant Qualification Selection Method (CQS) [ ] Fixed Budget Selection Method (FBS) [ ] Single Source Selection Method (SSS) [ ]
2.2	Financial Proposal SHALL BE submitted together with Technical Proposal in separate envelopes: **YES.**
2.3	A pre-proposal conference will **NOT** be held.
1.5	Maximum number of members in the Joint Venture (JV) shall be: **2(TWO)**.
1.6	The business **will be** registered with ICT Authority (Kenya). ICTA1: Systems and Applications Level 1 Certificate
B. Preparation of Proposals	
2.1	The Proposal shall comprise the following; 1st Inner Envelope with the TechnicalProposal: Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form1 TECH-2: Consultant's Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts' Input TECH-7: Mandatory DocumentaryEvidence AND 2nd Inner Envelope with the Financial Proposal: (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN -4: Breakdown of Reimbursable Expenses
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is **NOT** permissible.
11.2	Tender Security **Kshs.1,000,000(One Million Kenya Shillings)** in form of Bank guarantee and must be valid for 120 days from the date of tender closing

Reference to ITB Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDDERS
	provided in the tender document only and must be valid for a period of 120 days fromthe date of the tender closing
12	Performance security shall be 10% of the tender sum in form of Bank guarantee only
13.1	Clarifications may be requested no later than *7* days prior to the submission deadline.The contact information for requesting clarifications is **info@mawasco.co.ke**
14 (d)	Key Experts shall **NOT** appear in more than one proposal.
16.4	The Financial Proposal shall be stated in **Kenya Shillings**
C. Submission, Opening and Evaluation	
17.1	The Consultants **"SHALL NOT"** have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: **One (1) original and One (1) copy;** (b) Financial Proposal: **One (1) original.**
18.5	Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and deposited in the Tender Box at **MATHIRA WATER &SANITATION COMPANY Main office situated along Gaikuyu-Gitunduti Road in Karatina,** so as to be received on or before **8th April, 2022 at 11:00 AM E.A** time **and should be addressed to;** **The Managing Director, Mathira Water and Sanitation Company Ltd,P.O. Box 1981-10101, Karatina.**
20.1	An online option of the opening of the Technical Proposals is **NOT** offered: MAWASCO will open all tenders in the presence of tenderers' representatives who choose to attend, on 8thApril, 2022 at 11:05 AM and in the following location. **MATHIRA WATER & SANITATION COMPANY, Main office, along Gaikuyu-Gitunduti Road in Karatina, at the board room.** The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.
23.4	An online option of the opening of the Financial Proposals is **NOT** offered.

25.2	For the evaluation, MAWASCO will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services renderedby experts. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by MAWASCO on behalf of the Consultant.
26.1	Where other currencies are used, MAWASCO will treat that bid as unresponsive. Financial proposal must be in Kenya Shillings.
29.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (FS) of 30 The formula for determining the financial scores (fs) of all other Proposals is calculated as follows; FS = 100 x Fm/ F, in which "FS" is the financial score, "Fm" is the lowest price, and "F"the price of the proposal under consideration. The weights given to the Technical (T) and Financial (F) Proposals are:T = 70% F = 30% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight givento the Financial Proposal; T + F = 1) as following: S = St x T% + Sf x F%.
31	**The Standstill Period shall be: 14 days**. The procedures for making a procurement related complaint are detailed in the PublicProcurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to thePublic Procurement Administrative Review Board.
D. Negotiations and Award	
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done within 14 days after the contract signing
37.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website **www.ppra.go.ke** or email **complaints@ppra.go.ke**. If a Tenderer wishes to make a Procurement-related Complaint,the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: [insert full name of person receiving complaints] Title/position: [insert title/position] Procuring Entity: [insert name of Procuring Entity]Email address: [insert email address] In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) MAWASCO's decision to award the contract.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

FORM TECH 1:- APPLICATION FORMS

i) TECHNICAL PROPOSAL SUBMISSION FORM

The Managing Director,
Mathira Water and Sanitation Company
P.O. Box 1981-10100,
Karatina.

Dear Sir,

We, the undersigned, offer to provide the services for the **Supply, Installation, Configuration, Customization, Testing, Commissioning and Maintenance of an ERP System** in accordance with your RFP dated …………………and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any mis-interpretation or mis-representation contained in this Proposal may lead to our disqualification by MAWASCO or maybe sanctioned by the PPRA.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

c) We have no conflict of interest in accordance with ITC3.

d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.

e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti- competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.

f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of beingwound up.

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

(h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from **www.ppra.go.ke** during the procurement process and the execution of any resulting contract.

(I) We, along with any of our sub-consultants are not subject to, and not controlled by any entity orindividual that is subject to, a temporary suspension or a debarment imposed by the PPR,except as stated in the ITC12 and Data Sheet.

We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 and ITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.

(j) Our Proposal is binding upon us and subject to any modifications resulting from the Contractnegotiations.

(k) We understand that MAWASCO is not bound to accept any Proposal that it receives.

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

We remain,

Yours sincerely,

Full Name ___ ___________________________

Title of Signatory ___ ______________________

Authorized Signature ___ _________________

Name of Consultant *(company's name or JV's name)* _ _________________________

Contact information *(phone and e-mail):* _____ _________________________________ _

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

ii) CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSIONFORM to the_____
____*[Name of Procuring Entity]*

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to betrue and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- Has been requested to submit a Tender in response to this request for tenders;
- could potentially submit a tender in response to this request for tenders, based ontheir qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

- The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
- The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b)above, therehas been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit, or not to submit, a proposal; or
- the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name____Title_

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

iii) **APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE** (for information)

Purpose

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

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Vendors and Suppliers; any Sub-vendors, Sub-consultants,Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts
,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

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

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

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

(3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
b) if a contract has already been entered into with the person, the contract shall be avoidable;

(4) The voiding of a contract by MAWASCO under subsection (7) does not limit any legal remedyMAWASCO may have;

(5) An employee or agent of MAWASCO or a member of the Board or committee of MAWASCOwho has a conflict of interest with respect to a procurement—
i) Shall not take part in the procurement proceedings;
ii) shall not, after a procurement contract has been entered into, take part in any decision relating tothe procurement or contract; and
iii) Shall not be a sub-vendor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-vendor appointed shall meetall the requirements of this Act.

(6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her dutiesshall disclose the conflict of interest to MAWASCO;

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

(8) Incompliance with Kenya's laws, regulations and policies mentioned above, MAWASCO;
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 anythingof 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

iii) other benefit or to avoid anobligation;

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

v) “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;

vi) “obstructive practice” is:

vii) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigationor 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/orthreatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of mattersrelevant to the investigation or from pursuing the investigation; or

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

b) Defines more specifically, in accordance with the above procurement Act provisions set forth forfraudulent 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 vendor, 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 MAWASCO of the benefits of free and open competition.

c) Rejects a proposal or award1of 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-vendors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring Tenderers (applicants/proposers),Consultants, Vendors, and Suppliers and their Sub- vendors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect 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.

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

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

B - Consultant's Experience
1. List only previous **similar assignments** successfully completed in the last Five (5) years.

2. List only those assignments for which the Consultant was legally contracted by Procuring Entity as acompany or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).

3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of Form Tech 7 MandatoryDocumentary Evidence.

Assignment name:	Approx. value of the contract [KES]
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total No of staff engaged in the assignment:
Contact Address:Email:	Approx. value of the services provided by your firm under thecontract:
Start date (month/year): Completion date:	No of professional staff provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV,or Sole Consultant):	Name of senior professional staff of your firm involved and functionsperformed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm: Signatory:	Name and Title of

FORMTECH 3:-COMMENTS AND SUGGESTIONS

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

A - On the Terms of Reference

B - On Counterpart Staff and Facilities (admin support, office space, equipment, data, reports, etc., ifany)

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

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

{The structure of your Technical Proposal}:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing

i) **Technical Approach and Methodology.** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.

ii) **Work Plan**. Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by MAWASCO), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s)should be included here. The work plan should be consistent with the Work Schedule Form.

iii) **Organization and Staffing**. Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrativesupport. .

FORM TECH 5:-WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as MAWASCO'sapprovals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

FORM TECH-6A:-TEAM COMPOSITION,ASSIGNMENT, AND KEY EXPERTS

6. FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3“Home” means work in the office in the expert's country of residence. “Field” work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

Full time input   Part time input

FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	
Date of Birth:	
Country of Citizenship	

Education: *{List college/university or other specialized education, giving names of educational institutions,dates attended, degree(s)/diploma(s) obtained}*

____

____

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

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

Membership in Professional Associations and Publications:______________________________

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

Adequacy for the Assignment:

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

Expert's contact information :(e-mail……………………………………………

phone……………………………………………

Certification:

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

Name of Expert______________________________Signature_______________Date_________________
{day / month/year}

Name of authorized____________________________Signature._____________Date_________________

Representative of the Consultant (the same who signs the Proposal

FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC21.1]

1. Certificate of Company/Firm registration
2. Current and Valid Tax compliance certificate
3. Audited accounts for the last three years (2019-2021).
4. Details of directorship/ownership with respective shareholding and details of citizenship (CR 12 must be attached)
5. Duly signed commitment letter for one year warranty provision and free maintenance andsupport for the same period.
6. Proven physical location and address of the firm
7. Statement of verification that the Firm is not debarred in the Matter of Public Procurementand Asset Disposal Act 2015.
8. Power of attorney (for bidder representative(s) expected to sign bids/documents/contracts for or on behalf of the firm)
9. Valid and current Business Permit
10. ICTA 1: Systems and Applications
11. Five Recommendation Letters from Water Service Providers where you are providing Similar services
12. Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

FORM TECH - 8: SELF-DECLARATIONFORMS

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/PrincipalOfficer/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 MAWASCO) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its directors and sub-vendors have not been debarred fromparticipating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information andbelief.

....

Bidder Official Stamp (Signature) (Date)

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPTOR FRAUDULENT PRACTICE.

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

THATI am the Chief Executive/Managing Director/Principal Officer/Director of…………………… …………………………………… who is a Bidder in respect of **Tender** for……………………………………………………………………………………………………… ……………………………………………………………………………………………………… ……………………………………………………………………………………………………… …………… *(insert tender title/description)* for ……………………………………………… *(Insert name of Procuring Entity)* and duly authorized and competent to make this statement.

1. THAT the aforesaid Bidder, its servants and/or agents /sub-vendors will not engage inany 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 ……………………………………………………………which is the Procuring Entity.

2. THAT the aforesaid Bidder, its servants and/or agents /sub-vendors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.............. *(name of Procuring Entity).*

3. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practicewith other bidders participating in the subject tender.

4. THAT what is deponed to herein above is true to the best of my knowledge informationand belief.

……………………………………… ………………………………… ………………………

(Bidder Official Stamp) (Title) (Signature)

FORM SD3

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in PublicProcurement and Asset Disposal.

NameofAuthorizedsignatory..

Sign...

Position...

Office address..

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

Name oftheFirm/Company...

Date..

(Company Seal/ Rubber Stamp where applicable)

Witness

Name ....

Sign...

Date...

FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

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

Date………………………………………………… (of Tender submission)
Tender No.:…………………………………………………………………….
To:……………………………………………………………………[Name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-SecuringDeclaration.

2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of[insert number of months or years] starting on[insert date],if we are in breach of our obligation (s)under the bid conditions, because we–(a) havewithdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I / We understand that this Tender Securing Declaration shall expire if weare not the successful Tenderer (s), upon the earlier of:

a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: ……………………………………………………………………………

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

Name: ……………………………………………………………………………………

Duly authorized to sign the bid for and on behalf of: …………………………… *[insert complete name of Tenderer]* Dated on …………………. day of ………………… *[Insert date of signing]*

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

FIN-1 Financial Proposal Submission

FormFIN-2 Summary of Costs –

i. Grand Summary Cost Table
ii. Supply and installation summary table
iii. Recurrent cost summary table

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

.... { Date}

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

Dear Sirs:

We, the undersigned, offer to provide the services for..in accordance with your Request for Proposal dated..................... and our Technical Proposal.

Our attached Financial Proposal is for the amount ....{*Amounts in words and figures*}, including of all taxes in accordance with ITC24.2 in the DataSheet. The estimated amount is inclusive of all relevant costs.

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

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, if we are awarded the Contract, are listed below: {prepare a table with details and include; Name and Address, Amount and Purpose of Commission of Agents or Gratuity, Currency, etc}.

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

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely,

Signature... *(of authorized representative)*:

Full name: ....

Name of Consultant...

Capacity... *{insert the person's capacity to sign for the Consultant}*

Physical Address ....

Phone: .... Email: ....

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

FORM FIN-2: SUMMARY OF COSTS

1. Grand Summary Cost Table

		Cost Price [Ksh]	Relevant Taxes [Ksh]	Total Price [Ksh]
1.	Supply and Installation Costs (from Supply and Installation Cost SummaryTable)			
2.	Recurrent Costs (from Recurrent Cost Summary Table)			
3.	Grand Totals (to Form of Tender)			

Name of Tenderer: ____

Date ___________________

signature_____________________

2. **Supply and Installation Cost Summary Table**

Item No.	Subsystem / Item	Supply& Installation Cost Sub-Table No.	Price [ksh]	[insert: Local Currency] Price	[insert: Foreign Currency A] Price
Eg 1.1	Supply, installation, configuration, customization, testing, commissioning and maintenance of an Enterprise Resource Planning (ERP) system per module				-
Eg 1. 2					-
SUB-TOTALS					
TOTAL (To Grand Summary Table)					

Note: - indicates not applicable; "Indicates repetition of table entry above.

Name of Tenderer:____

____Date____________________

Authorized Signature of Tenderer:

3. Recurrent Cost Summary Table

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	[insert: Kenya shilling] Price	[insert: Foreign A]Currency Price	[insert: Foreign Currency B] Price
Eg Y.1	Eg Annual Maintenance and License costs	Eg B		--	--
ETC	ETC				
	Subtotals (to Grand Summary Table)				

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

-- Not applicable

Name of Tenderer:____

Date____

Authorized Signature of Tenderer:________________________________

SECTION 5. TERMS OF REFERENCE(TOR)

5.0 Objectives of ERP Solution

The main objective of investing in ERP based applications is to integrate all processes andsystems.

The specific objectives include**: -**

(i) Implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate the specified MAWASCO's operations/processes.

(ii) Review of the processes, workflows and any other workflow which departments shall suggest during the implementation.

(iii) Automate all approvals and workflows through the system

(iv) Centralized implementation to enforce necessary controls and facilitate integrated end to end enterprise solution, accurate and timely reporting.

(v) Dashboard capabilities to facilitate online status reporting and informed strategic management decisions.

(vi) Integrate with other new/existing systems and platforms e.g., Banks, Payroll, Billing, IFMIS and anyother systems that shall be found necessary for MAWASCO's operations.

(vii) Improve organizational productivity through the reduction of time spent on managing documents among others.

(viii) Provide periodical and adhoc reports.

5.1. Scope of Work

In order for MAWASCO to get maximum benefit from implementing this system, thesuccessful bidder will be expected to: -

i. Study the current environment and MAWASCO's processes;
ii. Evaluate the existing systems and get a detailed understanding of the current MAWASCO's operations;
iii. Carry out System analysis in relation to the MAWASCO's functions and procedures;
iv. Undertake Analysis of the hardware for the new system: Provide specifications to MAWASCO on the appropriate hardware requirements for the system. This includes server hardware and other peripheral devices specifications that may be needed for the new environment.
v. Undertake Development, installation, customization, configuration, testing and commissioning of the ERP system based on the Proposed Functionalities detailed in this document within 12 months, in phases OR as will be agreed with MAWASCO.

vi. The vendor will be required to supply, develop, install, configure, test, commission, maintain and support the ERP modules and apply adequate patches, upgrades, utilities and tools toachieve full functionality as will be specified by the client.

vii. Preparation of a project proposal detailing implementation methodology, Training plans, timelines and milestones.

viii. Training of staff on the system: This shall entail imparting skills required to enable users be ableto understand and have knowledge of the ERP system. Technical training that will involve the provision of complete training of trainers on Administration of supplied ERP, system development and training on related software including databases.

ix. The vendor should streamline integration of ERP solution with any existing system as may be required.

x. System data migration to the new system, test and implement the workflow solutions.

xi. Supply and install the required licenses and renewal program and the entitlements.

xii. Provide annual support and maintenance of the entire system for at least TWO years.

xiii. Must be able to integrate with Microsoft Office suite like outlook, excel to collaborate effectively and share information.

xiv. Enable automatic offsite backup of the system.

xv. Supply the system's documentation in the form of installation media, user manuals and administration manuals.

5.1.1. Expected Deliverables

i. Inception Report giving a detailed understanding of the assignment.

ii. A detailed work plan with the resource requirements schedule.

iii. Functional Requirements Design

iv. Installed and commissioned Enterprise Resource Planning System

v. Training of administrators and end users

vi. Well functional and tested System source code

vii. System and User Manuals in hard and soft copy

viii. Fortnight status reports

ix. Risk management report

x. Final project report

xi. Warranty of 1 year i.e. User and System support

xii. Proposed Hardware and Operating system requirements and specifications

xiii. Utility Requirements (other components required for the system to function properly)

5.1.2. Technology

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

i. The proposed components of the system (Names and versions)

ii. The application development environment.

iii. The database proposed.

iv. Operating system proposed.

v. Client or end-user operating systems supported

vi. The system must be scalable to accommodate growth in the user base as well as transactions. (Comment on how this can be realized).

vii. Please elaborate on the open-endedness of the system to allow integration with other systems.

viii. Please describe the programming language/technology of the system.

ix. Setup of necessary IT security measures for the system;

x. Supply and installation/setup of the appropriate System, licenses and kits;

xi. The system must be highly available with an uptime of at least 99.9% availability.

xii. Network environment(s) supported.

NB: Bidders are expected to advice and where necessary provide the minimum hardware specifications for the optimum operation of their solution.

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

5.1.3. Technology Transfer

As part of the implementation process, it is the hope of MAWASCO that its implementation personnel can gain significant expertise in both the technology used by the application as well as the inner workings of the application itself. It is our requirement that you ensure that the team is familiar with all aspects of your application.

5.1.4. Data Conversion and Migration

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

- ✓ Migration of data and synchronization from existing setup to new setup.
- ✓ Working with the ICT Section to move data from current applications and manual records to the new setup/ERP system.
- ✓ Co-ordinate with existing system administrators of existing setup to ensure smooth data archival, backup and replication.
- ✓ Responsibility of ensuring data synchronization lies with the bidder.

5.1.5. Training

The bidder will provide to MAWASCO a final system manual that is well detailed and it should be in soft copy. The bidder shall provide training to internal users that will contain and not limited to the following: -

- ✓ Shall provide training to the internal users in the operational and technical aspect of the ERP application being rolled out.
- ✓ Shall prepare the module specific training manuals and submit to the MAWASCO.
- ✓ The knowledge transfer shall include initial and ongoing training and skills development, training materials, operations manuals, procedure manuals and deployment/installation guide.
- ✓ Bidder shall ensure necessary environment setup, data creation to conduct end user training.

- ✓ Shall appoint trainers and organize training sessions on a timely basis and ensure that the attendance, performance evaluations are recorded from trainees.
- ✓ Shall provide certificate to the trainees on successful completion of the training for using the ERP application.

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

	User Group	**Type of Training**	**No. of Sessions**
1.	Executive Manageme nt	The New version of the ERP systemwith MAWASCO test data.	One (1) session before the systemgoes live and acceptance of the system by the top management.
2.	Train the trainer (Business champion s)	Hands on training to understand usage of all the features of the newproduct suite	Training workshop not less than 3days
4.	Function alUsers	Training ERP application users as perthe module they each operate on.	Hands on training minimum 5working days
5.	Administrato rs	Database Management Application Management Troubleshooting of the systemData Backup Full access to codes	Training workshop minimum 5working days.

5.1.6. ERP License

For purposes of assisting with estimation of configuration requirements, the following information maybe used.
Total number of staff (with computing devices) in MAWASCO should be unlimited
The bidder is expected to propose a license structure which is most suitable to MAWASCO.The bidder should give a detailed description of the licensing regime for the ERP.

5.1.7. System Management Annual Charges

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

5.1.8. Estimated Implementation Schedule

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

5.1.9. Technical Staff

i It is desirable that the majority of the proposed key professional staff must be stationed on premise during the implementation period and should be **permanent employees** of the firm or have an extended and stable working relationship with it.

ii Proposed professional staff must as a minimum, have the experience indicated in the bid document, preferably working under conditions similar to those prevailing in Kenya.

iii Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

5.1.10. Post Stabilization

i. Bidder shall provide Product support after going live, as a part of this proposal by deputing technical and functional consultants at site for not less than six months after implementation.

ii. During the stabilization period the bidder would help MAWASCO to correct any troubleshooting while doing transactions or generating reports. The bidder will correct the user manuals and configuration manuals if required.

iii. Any required configuration and/or customization required during this phase would be done by bidder without any additional cost to the client.

5.1.11. Support and Maintenance requirements

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

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

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Pages/Remarks
1.	System and infrastructure Licensing	• Indicate the period of warranty (not less than 12months)		
		• Hand over Intellectual Property Rights related to the customization to MAWASCO, including all related designs and all relevant further documentation or propose an agreeable escrow contractual agreement.		
		• Grant to the MAWASCO license to access and use the Software, including all inventions, designs, and marks embodied in the Software.		

		• Such license to access and use the Software shallbe: Non-exclusive; Fully paid up and irrevocable Valid for use within the processes of MAWASCO, within the volume restrictions of the license structure		
		• The software should be permitted to be: Used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the bidder's bid), plus a backup computer(s) of the same or similar capacity, if the primary is (are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;		
		• Used or copied for use on or transferred to a replacement computer(s), and use on the original and replacement computer(s) may be simultaneousduring a reasonable transitional period) provided that, if the Technical Requirements and/or the Bidder's bid specifies a class of computer to which the license is restricted and unless the Bidder agrees otherwise in writing, the replacement computer(s)is (are) within that class;		
		• If the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;		

SECTION 6: TECHNICAL SPECIFICATIONS

MAWASCO seeks vendors for Supply, Installation, Configuration, Customization, Testing, Commissioning and Maintenance of an Enterprise Resource Planning (ERP) System.Below are the Modules to be setup in the ERP:

1) Finance and Accounting Module
2) Human Resource and Administrative Module
3) Procurement and Stores Management Module

Service Level Agreement (SLA) and Support Requirements

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

No.	Detailed Requirements
1	The bidder MUST guarantee free support for the proposed system for at least one (1) year after commissioning.
2	The bidder should furnish a maintenance schedule for the system so supplied.
3	The bidder MUST test all the necessary interfaces and interconnection facilities whichintegrate the components of the proposed system.
4	The bidder MUST commit to providing ongoing technical support for the tuning and re-configuration as requested from time to time once an SLA is signed before theexpiry of the warranty period.
5	The bidders shall propose a service level agreement that addresses the following: ✓ Escalation matrix ✓ Contact persons ✓ Response time (1hours maximum) ✓ Proof of local presence ✓ Online support ✓ Any other related SLA requirements

6.1 Duration of the Implementation

It is envisaged that the system will be implemented in a phased methodology over a duration of **Two Years** from the date the contract is signed. However, this duration will be further discussed with the winning bidder during the inception meeting. Bidders are encouraged to propose an agreeable duration as may be practically possible while meeting all the requirements of the Terms of Reference. The project implementation duration does not include the warranty period, which will commence immediately after commissioning the system, for a period of **One(1) Year.**

6.2 Responsibility of client

The client shall undertake the following:

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

6.3 Supervisory arrangements

The consultant shall report to the Implementation Team headed by the Managing Directorthrough the main Project Management Team.

6.4 Insurance

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

6.5 Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it withoutthe Client's prior written consent.

6.6 Comments and suggestions of vendors on the terms of reference andon data, services and facilities to be provided by the client.

On the Terms of Reference:

1.

2.

3.

4.

n…………

On the data, services and facilities to be provided
by the Client:

1.

2.

3.

4.

n………..

TECHNICAL SPECIFICATIONS: PARTICULARS FOR THE ENTERPRISE RESOURSE PLANNING SYSTEM, BUSINESS PROCESS & USER REQUIREMENTS

6.7 System and Service Requirements System

The system proposed should enable integrated real-time processing of all transactions including,but not limited to, the following:

- General Ledger
- Bank Reconciliation
- Accounts Receivable and Accounts Payable
- Assets Management
- Cost Accounting
- Financial Statements (Trial balance, Statement of financial position, Statement of cash flow)

- Payroll Processing
- Budget Preparation and Management
- Purchasing and procurement
- Fixed Assets Management
- Vendor management
- Asset Disposal and management
- Inventory management
- Tendering process
- Integration with other existing/new systems
- GIS Operations (to be integrated)
- Web Portal for Utility customers view their statement
- Security, Back-up and access controls
- Employee Time Management
- Human Resource Management
- Training Management
- Payroll Management

Notes to the bidder

i. MAWASCO operates in a cloud based shared service environment.

ii. The proposed ERP System must be operational in this environment.

iii. The selected Vendor/Vendor must be our one point of contact for all System, installation, implementation, conversion, training, and project management needs relating to this project.

iv. Proposed application System must, at a minimum, be capable of meeting the mandatory application System requirements indicated within this RFP on the attached spreadsheet "APPENDIX A and B". MAWASCO will, however, entertain proposals that will improve our processes based on Vendor expertise and recommendations.

v. Proposals must include a description of each System module including developer information, licensing options, description of integration with other proposed applications, and a summary of features. If the module does not meet MAWASCO's requirements, the bidder must state the costs and schedule to update the module to meet MAWASCO's specifications. The total costs of modifying the module must be fully itemized on the Bid Form included in this RFP.

vi. Items not included in the Vendor's proposal must be clearly indicated.

6.8 Anticipated Number of Users

i. Total number of staff in MAWASCO is approximately 100 members of staff. The bidder is expected to propose a license structure which is most suitable to MAWASCO. The bidder should give a detailed description of the licensing regime for the ERP.
ii. The majority of usage occurs between 8:00 a.m. and 6:00 p.m., Monday through Friday.
iii. There are times throughout the year when weekend and evening access is required.
iv. The vendor should specifically indicate if there are times when the system cannot be accessed.

6.9 Data Conversion

Vendors must indicate in the proposal the total cost to perform extensive data conversion services and a detailed description of the conversion services proposed including programming. It is the Vendor's responsibility to obtain the necessary information from MAWASCO to provide extensive data conversion services. The selected Vendor will be responsible for the accuracy and reliability of the converted data. Mutually agreed specifications for the conversion services and testing procedures will be included in the contract.

6.10 Maintenance and Support

i. MAWASCO places a high degree of importance on the maintenance and support a Vendor provides for its application System packages. The quality and cost of maintenance and support offered by a Vendor will be an evaluation criterion.
ii. The maintenance agreements for each application System package will begin immediately upon the expiration of the warranties for that package; otherwise, these agreements will begin immediately upon acceptance of the package.
iii. The selected Vendor must be willing to bear responsibility for any defects in the System that prevent the System from performing as designed including any consequential damage to data including erroneous, inaccurate, and unreliable data that is created by the System defect at no additional cost to MAWASCO.
iv. Regular customer support must be available Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., East Africa Time.
v. The Vendor must describe the company's policy on maintenance and support, including costs, specifically addressing the following:
   a) How regular support is provided
   b) How after-hours support is provided
   c) How System defects are handled
   d) How and when System upgrades are provided
   e) Modifications required as a result of mandated state requirements
   f) Custom modifications desired

6.11 Operations and Users Documentation

The Vendor must furnish a complete description of the user manuals that will be provided for the operation and use of the proposed system. Describe the format in which the documentation will be provided: on-line, hard copy, or a combination of both. A sample of the Accounts Payable operations manual must be included with this proposal.

6.12 Project Management

i. The selected Vendor is expected to assign a project manager. In the proposal, explain the company's policy regarding project management and provide the qualifications of the proposed project manager. Any additional costs associated with project management services must be itemized and included in the proposal.

ii. MAWASCO reserves the right to approve the selection of the project manager and project management services. Therefore, project management services are subject to negotiation after the selection of a Vendor. Final agreements regarding project management services shall be included in the contract for service.

6.13 Implementation and Training

1. The Vendor must provide a detailed plan for implementing the proposed ERP system.This information must include:

a) Project organization chart

b) Detailed implementation methodology

c) Detailed conversion methodology to provide the necessary levels of data conversion of as much data as possible from the current applications to the new system. Conversion support and methodology should include conversion of the following data:

i. Vendor Master File
ii. Accounts Payable Check History File
iii. Bank Reconciliation Master File
iv. Fund Ledger Master File (Includes: Accounts, budgets, and balance forward)
v. Fund Ledger History File (Includes: Account activity history for current fiscal year and atleast one prior fiscal year, preferably two prior years)
vi. Fund Ledger Encumbrances / Open Purchase Order
vii. Accounts Receivable Master File
viii. Accounts Payable Master File
ix. Human Resource Master File
x. Asset/Stores Management Master File
xi. Payroll Master file
xii. Supply chain Master file
xiii. Procurement Master file
xiv. Audit Trail Master File
xv. Any Other files as may be required for above functions

2. Implementation and training plan, including estimate time-frame and deliverables for each stage of the project

3. Expected number of MAWASCO employees required at different stages/modules of the implementation process and for ongoing support

4.Level of expertise (e.g., novice, proficient or advanced) required of MAWASCO staff for conversion and implementation, report writer, database and other system component maintenance, and for implementation and maintenance of hardware and System

5. Overview of proposed training, including options for on-site or training center services,end users and data processing personnel

6.Sample training manual or class outlines

7.Describe your company's training methodology and primary concepts used

8.Describe training assessment and evaluation procedures.

6.14 Exceptions to the RFP

The Vendor must itemize all exceptions to the specifications included in this RFP on the section by number to which the exception is taken. Any RFP sections to which the Vendor does not take exception will be considered as being agreed upon by the Vendor.

6.15 Functional User Requirements

ERP vendors are required to mark where appropriate against each and every requirement in the table below for technical evaluation. In this section, **FS** stands for **Fully Supported**, **PS** stands for **Partly Supported**, **C** stands for **Customizable** and **NS** stands for **Not Supported**. Vendor is encouraged to provide a comment in support of their assessment.

- System should be accessible through Remote Desktop Connection
- Support workflow
- Scalability
- Service oriented Architecture (SOA)

I. The process will include analysis, design, installation, customization, Blue print, enhancementintegration / interfacing, training and commissioning

II. Bidders must confirm their ability and commitment against each of the modules/ processrequirement as detailed in functional requirement table.

III. . Customization and Data Migration – MAWASCO by the nature of their functions may have specific processes that may require additional customization. In addition, bidders may berequired to provide effective tool for data clean up.

6.16 TECHNICAL REQUIREMENTS

The Technical System Requirements provide the basic requirements that the system must possess. The requirements listed in Appendix A below will provide for the setup and operation of the system. Bidders MUST respond in writing (detailed sentence responses) in each table on the Bidder's response column. ***Responses such as marking compliant, partially compliant, non-compliant, (√) or (X) shall be treated as INVALID entries and shall not be evaluated.***

APPENDIX A: MANDATORY TECHNICAL REQUIREMENTS

	MANDATORY TECHNICAL SPECIFICATION		
	All the requirements are mandatory. Bidders must indicate their response on all the requirements	**Bidder's response**	**Comments**
1.	The system developed must have a capability to be viewed and run in all operating systems and devices without distortion of information and user interface		
2.	**Scalability and Performance -** One of the fundamental requirements of solution architecture to be provided by the vendor is its abilityto scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution. It should provide for Scale-Up and Scale out on the Application, Web Servers, Database Servers, Application Integration Servers, and all other solution components.		
3.	**Availability** - Solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures.		
4.	**Manageability** – All the components of the system must be managed from a remote management station with prior authorization from the client (MAWASCO). Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.		
5.	**Architecture-** The system should support a multi-tier architecture with each tier fully independent. It should have the ability to integrate with Active Directory (for authentication) and e-mail system and also provide a flexible API (Application Program Interface) for system integration and application development.		
6.	The system should provide a modular facility to customize the document management interface to meet specific functional requirements.		

	Security		
7.	Login, password and user settings are limited to administrator role and define password strength and alerts to change password for adefined period. Different confidentiality settings for groups and individuals to be managed by the administrator. Modern threat protection, customizable content controls and an intuitive web-based console. Configure violations to warn users, block the files from being posted and/or replace the files with custom text. The system must support extensive audit trails at folder/ aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, dateand time. The system should ensure that the audit trails remain unalterable Audit trail on Users, functions accessed with details of transactionsposted to a secure log file. Maintain Disk Storage of Audit Trail Log file (log password restricted) Provide system's security driven by roles, so as to reduce thenumber of security profiles that need to be maintained. The system should have adequate data entry security controls,validation, check digit, etc. Definable password security permission with read, update, add, delete and post.		

8.	**System integration** Seamlessly Integration with relevant existing systems and allow for future integration too. The solution/interface needs to be integrated with the back-end government systems **(If any),** among others for effective transfer/retrieval of information to and from the backend application. Should support both Synchronous and Asynchronous communication (message exchange) with the back-end business applications. The integration should enable Administrators to easily surface documents in the system, allowing them to: Link to one or more individual documents selected from the system Create lists of documents based on specific selection criteria: e.g. library, folder or metadata. Insert links to individual documents inside rich text areas. Easily give access to documents in other systems by selecting libraries, for folders or individual files. Allow users to edit and add documents directly to system The system should be developed in a way it will replicate real time information to our server or cloud computing environment of our choice for Data Security measures.		
9.	**Workflow** a. The bidder is to automate all the processes b. Develop workflow for each of the processes and allow for proper management of the same. The workflow should be accessible anywhere. c. The system should support authorized users to forward records/documents for approval in a predefined and flexible route. d. Users in the workflow should be able to access the work itemsin their inbox and process them accordingly. These inboxes shall have the facility to categorize overdue work, pending work, all my work, work assigned, by filtering using the user login ID e. The System should provide for hosting of commonly used forms and documents so that users can open, fill, sign and forward them for processing and online approval without printing them. f. System should allow for digital signature for online approvals g. Creation of different action codes (attributions) for different tasks with different automatic alerts e.g. e-mail, Short Message Service etc. ornotification for pending work to officers.		

	h. Clear overview in one window of all attributions to a person or to a department (reminders diary) i. Search for persons/departments and their attributed, closed, open and overdue attributions k. Version control for documents to allow for incrementing, tracking and recording changes in documents overtime in a systematic manner, and allow for review or version rollbacks if need be. l. The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path. m. The system should support time and event - based reminders and automatic escalations to relevant user after specified time intervalspending work items, completed items, items pending with specificusers etc. n. The system should provide a facility for assigning tasks and deadlines for users in a work flow. o. The system should provide for the change of deadlines based on user requirements		
10.	**Documentations** a. Provide technical documentation detailing how the system hasbeen setup and how the various features will be utilized b. Create backup and disaster recovery plan c. Create documents and guides for day-to-day use of the systemby end users. d. On-going support, user management and system administration e. On-going maintenance of application and database server f. Provide technical documentation detailing core integration		
11.	**Notifications** The system should have a capability sending notifications to therelevant user/stakeholder.		
12.	**Business continuity** Ability to create scheduled backups of system data. System should allow different backups including daily, weekly among others, as well as remote backups, online backups and multiple backups and real -time replication		
13.	Have multi-user capability: with many users logging in at the same time (Network operating systems and Database systems).		
14.	The system be accessible over LAN and WAN using client server.		
15.	Run on Relational Database Management System such as SQL, Oracle, Sybase, or DB2.		
16.	Provide Detailed Operational and Maintenance Manuals and On- line Reference Manual.		

17.	Training Operators on daily operations of the system.		
18.	Training IT staff on management and user support of the software.		
19.	Capable of interfacing with the popular spreadsheets for production of adhoc reports.		
20.	Separation of business application system access and administration from that of Database Administration and Operating System accessand administration.		
21.	Extract, transform (where necessary) and load all existing Finance and Human Resource data from legally automated systems, soft copy, printed files and other materials		
22.	Transactions made in one module should be transparent to other modules		
23.	The system should be modular allowing phased implementation of additional modules.		
24.	The system must be adaptable and scalable with changing technology		
25.	A comprehensive work plan showing the scheduling of project tasks and resource allocation.		
26.	A clear statement to offer warranty for a period of one year and post warranty support of at least two years.		
27.	Vendors must have an existing helpdesk to provide 24/7 support for system to be offered by the bidder during the contract period		
28.	Valid Dealership/Partnership agreement from the proposed OEM 's/manufacturer confirming authorization of the bidder to submit a bid (Exemptions will be made where the OEM manufacturer is the one bidding, though evidence will be expected)		
29.	Software licensing clearly stated including annual maintenance if any.		
30.	Draft SLA attached in bid document		
31.	The system should be user friendly, menu driven with extensive online help facilities.		
32.	The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable MAWASCO accommodate future changes.		
33.	**Reports:** Have an adhoc report writer that will enable MAWASCO to design and tailor existing reports to meet specific reporting requirements. Statutory and user defined reports and Queries for each module		
34.	Transaction Rollback After Crash, System Integrity Check for file and data corruption.		
35.	Solution is web enabled and support XML and XHTML.		
36.	Ability to integrate with existing email service and website		

37.	Every subsystem/module should have an analytic dashboard and also have executive dashboard for senior management.		
38.	Provide the ability for the System to be upgraded without loss of data or user defined fields.		
39.	Ability to establish and assign common user profiles		
40.	The system should be practical and easy to use for customers and MAWASCO staff involved in data collection, verification and enforcement.		
41.	Provision of reports and dashboards for monitoring performance of core functions within MAWASCO		
42.	Easy to use for MAWASCO and accessibility via different platforms such as Web, Android, Windows, iOS, and other platforms		
43.	Vendor should provide the minimum and optimal technical specifications required for your proposed system, such as server,drive space, etc.		
44.	Provision of training manuals/reference materials Support and maintenance		
45.	Provide 24/7/365 99.9% availability of the system. A comprehensive Service Level Agreement (SLA) to be provided bythe bidder.		
46.	Providing upgrades, troubleshooting and fixes to the system.		
47.	Providing a help line which users of the system can call to report any problems		

KEY AREAS OF CONCERN

1. **System integration capabilities with existing and future systems used by MAWASCO**
2. **The system must allow for replication of data to either our server or cloud services of our choice.**
3. **The vendor MUST commit to provide a dedicated client support to eliminate system downtime of interrelated modules.**

APPENDIX B

DETAILED FUNCTIONAL REQUIREMENTS FOR:

1.FINANCE &ACCOUNTS

2.HUMAN RESOURCE &ADMINISTRATION

3. PROCUREMENT& INVENTORY MANAGEMENT

Note to Bidders on filling this section:

Bidders are required to mark as appropriate against each and every requirement in the tables below for technical evaluation. In this section, bidders should mark as follows;

FS for **Fully Supported**, **PS** for **Partly Supported**, **C** for **Customizable** and **NS** for **Not Supported**. Vendors are encouraged to provide a comment in support of their assessment.

APPENDIX B DETAILED FUNCTIONAL REQUIREMENTS PER MODULE

NOTE: ***FS*** *for* ***Fully Supported***, ***PS*** *for* ***Partly Supported***, ***C*** *for* ***Customizable*** *and* ***NS*** *for* ***Not Supported****. Vendors are encouraged to provide a comment in support of their assessment.*

1. FINANCE AND ACCOUNTING MANAGEMENT MODULE		
	Chart of Accounts System Requirements	
1.	One must be able to define and maintain the structure of the Chart of Accounts	
2.	The system should allow for the same Chart of Accounts that can be used by multiple Company setups	
3.	The Chart of Accounts must provide for a unique alpha-numeric, flexible account code Structure.	
4.	The Chart of Accounts must provide for user-defined number of segments	
5.	Changes to the Chart of Accounts must be controlled and require necessary approval or amendment to be restricted to authorized personnel	
6.	The system must be able to maintain budgets tied to specific General Ledgers (GLs)	
7.	The system must be able to create/setup GL accounts and deactivate the same without erasing	
8.	Enable the viewing and extraction of GL accounts listing	
9.	The chart of accounts MUST be flexible to accommodate the future business expansions in the segments & GL codes	
10.	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.	
11.	The application should facilitate summary account reporting based on all dimensions available in the database	
12.	The system must be able to support reporting on different reporting templates	
13.	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.	
14.	Dynamic reports with the provision for a drill-down capability.	
15.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	
16.	Reports with the following parameters:	
	✓ Expenditure/Revenue by GL code either individually or as consolidated ✓ Expenditure/Revenue by Cost center ✓ Supplier/Staff/Customer accounts ✓ Budget Vs Actual expenditure ✓ Based on posting date, date of data capture ✓ Reversed journals ✓ Based on transaction numbers, type, document totals etc.	

17.	Able to translate amounts from functional currency or source currency in the originating ledger, based on a specified exchange rate	
18.	Should be able to perform foreign exchange gain/loss per transaction and post in the designated account.	
19.	The application MUST support currency Conversion:	
20.	The application MUST support currency Revaluation.	
21.	The application MUST maintain all effective exchange rates for all foreign currency transactions.	
22.	The system must be able to support the Kenya Shilling as the functional currency and should further be able to support other currencies.	
23.	The system should allow upload of currency exchange rates downloaded in predefined file formats	
24.	Ability to setup periodic foreign currency rates in the system. All foreign currency transactions will be converted to local currency at rates held on the system	
25.	Ability to override system rates and enter transaction specific rates. This should be restricted to authorized individuals and an audit trail should be retained	
26.	For each foreign transaction the currency code, currency amount and base currency amount should be retained on the system	
27.	Ability to provide a facility to revalue foreign currency balances and generate appropriate postings to an unrealized currency gains/losses account	
28.	On transaction enquiries the system should display the foreign currency value, base currency at historical rate and base currency at current rates	
29.	Dynamic reports with the provision for a drill-down capability.	
30.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	
31.	Reports with the following parameters:	
	✓ Foreign currency trends ✓ Currency loss/gain per transaction ✓ Currency loss/gain translation at defined periods ✓ Invoices/Credit Notes/Debit Notes in foreign currency	
32.	The system must be able to create and post automatic journal entries	
33.	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.	
34.	The system MUST restrict updates to the GL of a Journal Voucher after posting.	
35.	The system must allow the holding of journal entries pending approval.	
36.	The system must enable held journals to be viewed and posted	
37.	For any transaction posted through this system, it must allow for Correction or reversal of the same through an approved workflow process	
38.	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.	
39.	The system should be able to handle different types of journals	
40.	The system must be able to maintain a history of full details of all transactions and avail them for printing when required	

41.	Maintain a closed period history on-line.	
42.	A facility to enable enquiry on archived data and reports	
43.	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.	
44.	The system must be able to export journal transactions in batch to spreadsheet or text file	
45.	The application MUST have categories for single journals and batches	
46.	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.	
47.	The application SHOULD provide for Recurring Journals.	
48.	Recurring Journal Entries may be based on templates with predefined schedules.	
49.	Posting to control accounts must only take place via business partners (employees, customers, suppliers etc)	
50.	The system must provide for period closing functionality	
	Reporting Requirements For Journals	
51.	Dynamic reports with the provision for a drill-down capability.	
52.	Reports with the following parameters:	
	✓ Foreign currency journals ✓ Journals reports by preparer, reviewer, date posted etc ✓ Journals held (pending posting) ✓ Journal reversal ✓ Journals by date/user defined period	
53.	The system must have a mechanism for defining a financial year and setting up accounting periods it contains.	
54.	The system should be able to close accounting periods at pre-defined frequencies	
55.	The system must allow for setup and updating separate accounting periods for adjusting and closing entries	
56.	The system should only allow posting to the current period. Posting to closed periods must be subject to approved workflow procedure. Future posting MUST NOT be allowed.	
57.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	
58.	Reports with the following parameters:	
	✓ Notifications on due date ✓ Change of dates ✓ Calendar by due date ✓ Calendar by competed activities ✓ Calendar by pending activities	
	Other General Ledger Requirements and Setting up General Ledger Parameters that will ensure:	
59.	Ledger validity and approvals are captured	
60.	Handling of bank payments (A function on its own)	
61.	Definition of currency rules such as payment limits, currency rates, tolerance levels, and other currency related parameters	
62.	Authorization matrix	
63.	Unique identification/numbering of all transactions	

64.	Audit trail showing name of originator, details of the GL affected, date, etc.	
65.	Query functionality must be sufficient to query all information that has been captured	
66.	Capable of allocating costs across cost centers	
67.	The system must be able to consolidate several general ledgers into one at reporting	
68.	The system should enable one to preview all open items such as open purchase orders, open invoices, etc.	
69.	Ability to meet requirements of the following types of tax and have provision for setting up any additional tax requirements:	
	✓ Corporation taxes ✓ Withholding taxes ✓ Withholding Value Added Taxes ✓ Pay As You Earn (PAYE) ✓ Value Added Tax (VAT) ✓ Any other defined taxes ✓ Reverse VAT	
70.	The system must import opening balance of assets & liabilities (suppliers, customers, staff loans, Staff advances etc.)	
71.	The system must have facility for adjusting entries after closing of the posting period/ financial year.	
	Reporting Requirements for Other General Ledger Requirements	
72.	The system must allow for posting of invoices based on LPOs/LSOs, GRNs or on account. It should allow for capturing of all invoice details	
73.	The system must provide for raising of payment voucher based on invoice posted. Payment maybe full or partial payment.	
74.	The system must allow advance payment (down payment) based on purchase document.	
75.	The system must have provision for cancellation/reversal of posted invoice	
76.	The system must have a facility for capturing supplier credit note	
77.	The system must link an invoice with the approval request (requisition) and the expenditure item	
78.	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.	
79.	Automate the generation of remittance advice and tax certificate	
80.	The system should be able to process payments in multiple currencies, capture the foreign exchange rate, and date.	
81.	The system must have controls that prevent duplicate processing of payments or over-payment.	
	Accounts Payables Requirement	
82.	Integrated with GL and provides capability to update GL with Accounts Payable transactions	
83.	The system should be able to indicate payment type: cash, physical cheque, EFT, Card, Mobile money transfer/pay, and RTGS	
84.	The system must be able to maintain a complete payment history and enable extraction for analysis	
85.	The system should automatically notify the payment recipient upon completion of the payment process.	

86.	System should be capable of grouping several invoices to be settled as a single payment or settled individually	
87.	Support matching: Requisition, Purchase/Service Order, Goods/Service Receipt Note, Invoice & payment:	
88.	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.	
89.	The system must be able to create and maintain supplier payment information (if not captured in the procurement when creating a supplier)	
90.	The setting up of all supplier details should be via a workflow/process	
91.	The system must interface with the procurement module so as to be able to retrieve all other supplier master details relevant for the payment.	
92.	The system must be able to capture payment terms such as payment discount conditions and penalty conditions.	
93.	The system must interface with the HR module so as to be able to retrieve employee master details relevant for payment.	
94.	The system must be able to interface with the online banking platforms for uploading approved payments and notifications from the bank (accepted/rejected payments).	
95.	The payment application MUST stop payment clearance for all the vendors whose payments are on hold due to specific reasons	
96.	The application MUST support payment interventions such as partial payments, stop payments, void payments, write off etc.	
	Reporting Requirements for Accounts Payables Requirements	
97.	The system must be able to generate the following AP reports:	
	✓ Invoice Aging Report (using specific criteria -- department, date range, specific vendor or all vendors and suppliers) ✓ Down payments/payment advances listing ✓ Supplier Payment history report ✓ Supplier statement ✓ Contract Payment history report ✓ Payment History Report	
	Accounts Receivables Requirement	
98.	Ability to record different types of receivables and revenues	
99.	Integrated with GL and provides capability to update GL with Accounts Receivable transaction	
100.	Ability to bill based on various or combination of billing types with variable rates by customer	
101.	The system must be able to automate the receipting process and generate Payment Receipt. The system should also facilitate refund of customer deposit and have a deposit refund report that's integrated with billing system. An alert should pop out to avoid double refund.	
102.	The system must be able to update accounts receivables and cash/bank as a result of receipting.	
103.	The application MUST provide facilities to query accounts receivables	
104.	The system should be configurable so as to allocate receipts into various GL accounts.	

105.	The application must be able to restrict posting of receipts by users to specific accounts.	
106.	The application MUST support the reversals, corrections of the payments and the receipts.	
107.	The application MUST capture receipts other than revenue.	
108.	The application MUST allow matching of receipts to invoices based on different parameters like customer id, name, invoice numbers etc.	
109.	The receivable module MUST define Payment terms such as penalties and/or fines.	
110.	The system must allow one to print a comprehensive customer account statement showing all transactions.	
111.	The application must be able to process receipts in multiple currencies	
112.	The system should be able to produce cumulative reports on receipts per customer, per bank, etc.	
113.	The application should interface with the banks so as to support creation of automatic receipts based on the bank files having customers depositing the cash directly into the corporate bank accounts.	
114.	The application should interface with other revenue collection points (eg. Mpesa) so as to support creation of automatic receipts based on the generated files having customers depositing cash at those points while updating the corporate bank accounts and customer water accounts.	
115.	The system must be able to interface with other modules so as to be able to retrieve customer details (such as: customer codes, customer name, location, contact details, etc.) and invoices being settled (services, penalties, etc.).	
116.	The system must be able to set up payment parameters for customers such as: currency of payment, payment frequency, etc.	
117.	The system must be able to handle suppliers who are also customers.	
118.	The system must be able to detect duplicate customers by comparing a combination of unique customer details like the WSPs internal generated numbers and the ID Numbers.	
119.	The system must be able to capture and maintain a complete history of customer transactions and generation of customer statements that can be emailed.	
120.	Alerts and notifications when accounts receivables are due.	
121.	The system must be able to produce exceptional reports so as to determine customers whose credit limit is older than a specified number of days.	
122.	The System MUST generate dunning or collection letters, to have credit limit and credit hold functions.	
123.	The system should be able to handle payments in excess of the receivable amount	
124.	Ability to define Customer credit policies/limits.	
125.	Ability to track a customer's credit balance and issue alerts upon attainment of a set threshold.	
126.	The system must support bad debt provisioning.	
127.	The application MUST have write off limits defined for users and inbuilt approval process for bad debts or adjustments.	
128.	The application should be able to generate disconnection notices for all overdue accounts	
	Reporting Requirements for Accounts Receivables	

129.	The system must be able to generate the following AR reports: ✓ AR Aging Report: Using specific criteria -- department, date range, specific customer or all customers. ✓ The report MUST have details in terms of payment terms, customer profile class, customer category, the amount overdue and the payment mode. ✓ Aging report categorizes receivables from clients based on time intervals: ✓ Down payments/payment advances listing	
	✓ Customer Payment history report ✓ AR posting status reports per period ✓ Cash Receipts Report ✓ Cheque Receipts Report ✓ Customer Statement	
	Imprest Management Requirement	
130.	The system must be able to address imprest management process	
131.	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.	
132.	The system must embed a workflow for application, verifying, reviewing and approving staff imprest online	
133.	The system must have a facility for defining per diem rates applicable to staff based on job group for different towns	
134.	The system must interface with the requisition module.	
136.	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.	
137.	The system should automatically reject imprest application for staff with unclearly advances	
138.	The system should automatically reject imprest application for staff not included in the requisition.	
139.	The system must embed a workflow for verifying, reviewing and approving accountability of staff imprest	
140.	The system must have a facility for uploading accountability supporting documents.	
141.	Imprest Management module should be interfaced with payroll processing component to enable correct recovery of overdue per diem/imprest to the employee. This process is subject to approval by an authorized user	
142.	The system should enable posting of imprest and their accountabilities entries to the GL.	
143.	Raise alerts/Reminders or notifications on overdue petty cash/imprest both to the applicant and the issuer (cash office/Finance).	
	Reporting Requirements for Imprest	
144.	The system must be able to generate the following imprest management reports:	

	✓ Imprest disbursements by individual/amount/date/division/department ✓ Ageing staff imprest ✓ Aging report categorizes receivables to clients/staffs based on time intervals ✓ Client/staff Payment history report ✓ Client/staff Statement	
	Petty Cash Management	
145.	The system must be able to capture petty cash payments.	
146.	Staff must be able to apply for petty cash request online with the defined limits.	
147.	All applications should be approved online and staff notified	
148.	System must have a workflow for processing approved petty cash requests.	
149.	Automatic tracking of petty cash balance for purposes of replenishment.	
150.	The system should provide for definition of petty cash float limits. The system must raise alerts when the limits are exceeded.	
151.	The system should enable posting of petty cash transactions to the GL.	
	Reporting Requirements for Petty Cash Management	
152.	Dynamic reports with the provision for a drill-down capability.	
153.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	
	Bank and Cash Book Management Requirement	
154.	The system should provide for creation and definition of bank accounts. This facility should define type of account and also capture important details such as account name, number branch, swift code etc.	
	Bank Reconciliation	
155.	The system must provide for uploading of electronic bank statements	
156.	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.	
157.	The system SHOULD interface with the bank banking platform to initiate payment receipts based on credits in the bank.	
158.	The system MUST provide for creation of miscellaneous transactions to record bank- initiated activities like interest gained bank charges etc.	
159.	The system SHOULD facilitate definition of matching rules and report on both reconciling and non-reconciling items	
	Reporting Requirements for Bank Reconciliations	
160.	Dynamic reports with the provision for a drill-down capability.	
161.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	
162.	The system must be able to generate the following: ✓ Bank reconciliation report ✓ Direct debits/credits	

	✓ Un-reconciled items	
	Bank Accounts	
163.	Bank details to be captured in full:	
	✓ Bank code ✓ Status (active/inactive) ✓ Bank name ✓ Bank branch ✓ Sort code ✓ Address ✓ Account name ✓ Account number ✓ Lookup code ✓ Transaction details ✓ Transaction limit ✓ Transaction reference ✓ Comments ✓ Transaction type ✓ Supplier code ✓ Customer code	
	Reporting Requirements for Bank Accounts	
164.	Dynamic reports with the provision for a drill-down capability.	
165.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	
166.	Deposit List	
167.	Deposit Report	
168.	Cash payments (supporting electronic fund transfer)	
169.	Cash receipts (supporting direct/debit)	
170.	The reports conforming to WSPs existing bankers requirements by Bank name/staff/amount	
	Cash/Funds Forecasting	
171.	The application MUST provide cash flows projections based on the transactions Processed in the integrated modules including receivables and payables.	
172.	The application MUST provide the facility to define cash forecast templates such as:	
	✓ Forecasting periods ✓ Selection criteria for each source	
173.	The application MUST be able to generate cash forecast in any currency based on the users parameters assigned	
	Reporting Requirements for Cash/Funds Forecasting	
174.	Dynamic reports with the provision for a drill-down capability.	
175.	Create customized reports (user defined).	
176.	Forecast Report	
177.	Users who perform this function will have to be trained on use of the tools	
	Cheque Writing	

178.	Ability to support system printed cheques in accordance with duly approved vouchers.	
179.	Ability to prevent duplicate cheque numbers for a payment account	
180.	Ability of posting of cheques and direct debits in the payments cash book and general ledger.	
181.	Ability to pay multiple invoices with one cheque	
182.	Ability to a print remittance advice	
183.	Ability to print digital signatures on checks	
184.	Ability to specify thresholds/maximum amounts for which digital signatures are applicable	
185.	Ability to support on-line check registers	
186.	Ability to print check register before printing checks	
187.	Ability to support on-line approvals for specific checks or check registers	
188.	Ability to re-print checks. This should be restricted to specific personnel and an audit trail maintained of reprinted cheques	
189.	Ability to void checks. This should be restricted to specific personnel and an audit trail maintained of reprinted cheques	
	Compensation and Benefits Management (Payroll) Requirement (Information is similar to HR payroll module, the aforementioned will be linked to finance and accounting module)	
190.	The system should enable compensation planning.	
191.	The system must provide a workflow for approval or updating of all compensation related configuration data.	
192.	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.	
193.	Must be able to capture Employers' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.	
194.	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.	
195.	Must be able to capture and maintain pay disbursement details (i.e. pay mode, bank details, cost center, etc.) allow for amendment and keep a history of such amendments	
196.	Should enable computation of employee costs per employees, Division or Department.	
197.	Must interface with the financial system / accounting module chart of accounts so as to allocate staff costs to the relevant cost/profit centers.	
198.	Generation of tax returns (P9 forms) in batch or on singular basis.	
199.	The system must be able to perform salary transfers / Payments.	
200.	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.	
201.	The system must be able to define categories of benefits and assign employees to benefit categories based on eligibility criteria (i.e. one off payments, periodic, recurring, etc.).	
202.	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.	
203.	Ability to compute employee salary increment based on salary progression matrix.	

204.	The system must be able to compute salaries in Kenya Shilling.	
205.	The system must be able to compute salaries in Foreign Currency.	
206.	The system should enable attaching or referencing of documentation related to employee compensations e.g. Appointment letters, etc.	
207.	Staff must be able to view their pay information online and print payslips.	
208.	Provision to enable application for loans and salary advances and facilitate approval of the same through a workflow.	
209.	Provision for Alerts when the employee's deductions reach a set threshold – 1/3 of monthly pay.	
210.	Provision to Alerts employee and the HR&AO 3 months before the end of the contract/retirement	
211.	The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions.	
212.	Ability to process partial deductions if an employee's pay is insufficient to cover the deduction.	
213.	Ability to compute associated employee taxes while taking into consideration the employee's benefits.	
214.	Ability to facilitate payroll planning and calculations.	
215.	Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee's benefits.	
216.	Ability to make payment of gratuities as per the CBK regulation on the last month of the contract	
217.	Ability to pay mass salary changes retroactively and with different options.	
218.	The system must be able to address payments/deductions missed out in the past either to a single employee or a group of employees.	
219.	The system must be able to record loans/advances to the employee under the employee's profile.	
220.	The system must correctly recover loans / salaries advanced to the employee.	
221.	The system must be able to post the recovered amounts correctly to the financial system.	
222.	All compensation and benefits must be formula driven / criteria based. The systems MUST NOT allow arbitrary allocation of compensation/benefits to an employee.	
223.	The system must have robust security features that will protect sensitive salary related information from unauthorized users.	
224.	The system should support multiple payroll cycles	
225.	The system must allow one to define the date when the payroll is run and the date when the salary transfer takes place. The system should allow these dates to be changed in the event that they fall on a holiday.	
226.	Provision for having different payrolls to cater for: ✓ Board Members ✓ Contract employees ✓ Permanent and pensionable employees ✓ Casual employees/Consultant ✓ Interns/attachment	
227.	The system must have flexibility for configuring earnings and deductions so as to capture all earnings and deductions applicable at WSPs.	

228.	There should be provision to schedule earning and deductions in order to address situations where an earning/deduction are one time or severally over a period of time.	
229.	The system must offer functionality to make corrections to a payroll already processed before period closes.	
230.	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.	
231.	The system should maintain a history of all payroll runs and all their information (payments made and costs generated).	
232.	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.	
233.	The system should interface with the GL and automatically post the earnings and deductions for the purposes of processing the payments to the respective employee bank accounts and remittance of the deductions to the respective pay points.	
	Reporting Requirements for Compensation and Benefits Management (payroll)	
234.	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:	
	✓ Pay slip in softcopy that will be sent to the employee by email in an un editable format ✓ Bank advice. ✓ Payroll per month ✓ Staff journal. ✓ Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.). ✓ Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.). ✓ Contributions (pensions, etc.). ✓ Club subscriptions. ✓ Tax returns (P9 forms). ✓ Employee costs. ✓ Employee compensations details report. ✓ Salary related costing details report. ✓ Overtime payment report. ✓ Payroll related costing reports. ✓ Salary on Hold reporting. ✓ Report for pending payments to employees. ✓ Statutory report such as PAYE reporting. ✓ End of service calculations report. ✓ Reimbursement status report ✓ Employee whose contract is below 3 months to termination/renewal	

	✓ Gratuity paid per employee	
	Purchase Requisition for Goods, Services and Works Requirement: Requisition for Activity Approval	
235.	The system should have a functionality that allows the user to make requisition for either "Stationeries", "assets" “Service” “works” or "Activity Approval"	
236.	The system must have a functionality that allows requisition generation for company based activity and/or procurement based activity. In this request for approval, the system should have fields to input; ✓ The Title of The activity ✓ Select The Budget Vote line ✓ Performance Contract indictor ✓ Select Strategic Plan Goal & Area ✓ Description of The activity ✓ Justification/Purpose ✓ Expected output ✓ Venue (County/Region/Estate) ✓ Number of persons (including drivers) ✓ Number of days ✓ activity Dates (From – To)	
237.	Once the request is made, the system should electronically allow the approver(s) to access the request and make the appropriate approval within the system and must have an audit trail of changes.	
238.	The system must have workflow approvals for creating, uploading, reviewing, updating and approving the requisition.	
239.	The system should allow the user to indicate the state of urgency for the activity.	
240.	The system should have an interface with the budget module	
241.	The system should not allow the user budget for the activity to exceed the budget line’ budget balance	
242.	The system should have an interface with the procurement module and be linked to the procurement plan.	
243.	The system should not allow the user to include the supply of item/services not included in the procurement plan in the Procurement based activity.	
244.	The system should not allow the budget for purchase of items/services in the Procurement based activity beyond the budget allocation in the procurement plan.	
245.	The system should have an interface with the HR Module.	
246.	The system should have a functionality that allows the user to include WSPs staff in the requisition	
247.	The system should allow the user to select staff as the activity participants for based activity and include them in the requisition. The system should not allow the user to select individuals beyond the indicated Number of the activity participants	

248.	The system should notify the user on the participants selected with overlapping activities as per the activity dates. It should caution the user and allow him/her to continue with without making changes or allow him/her to make changes. It should allow the management to view individuals included in the activity despite having overlapping activities.	
249.	The system shall allow the user to develop activity budget from the main budget. The user shall define expenditure items and determine the total expenditure per expenditure item.	
250.	In the budget creation, the system should allow the user to input; ✓ Expenditure item ✓ The rate per item ✓ Number of items ✓ Number of days	
251.	The system should not allow the user to input number of days beyond the indicated activity number of days.	
252.	The system shall allow the user to include DSA (where applicable) expense only for the selected participants of an activity. The system should not allow the user to submit the requisition unless the DSA (where applicable) for all selected participants have been included in the budget.	
253.	The system should allow the user to indicate whether the expense item is ; ✓ Procurement related ✓ User related ✓ Finance related.	
254.	It should clearly indicate the total budget amount for the separate expenses.	
255.	The system should have functionality that allows the user to submit the requisition as draft copy to the supervisor for review and/or as a final copy to the MD for budget approval.	
256.	The system shall not allow the budget holders to approve commitments outside their budget allocation.	
257.	The budget should allow the supervisor to review and make comment on the draft requisition and revert back to the user for corrections. It should allow the user to make corrections and resubmit to the supervisor for review and approval as a final requisition.	
258.	The system should not allow "Draft requisition" be submitted to the Budget Holder for commitment approval. It should only allow "Final requisition" be submitted for approval.	
259.	The system should not allow the user to submit the requisition to the management for approval before clearance by the Budget Holder.	
260.	The system should provide notification to the Budget holder once the "Final requisition" has been submitted for commitment approval	
261.	The system should provide a notification to the user once the budget commitment is approved by the Budget Holder.	
262.	The system should allow the user to submit the requisition to the management for reviewing, commenting and approval. It should allow the user to make corrections where the requisition has been reverted for clarification and further justification before resubmission to the management for approval.	

263.	The system should allow the user to track the approval process of the requisition.	
264.	Upon submission to the Managing Director (MD), system should have a functionality that allows the Managing Director to "Accept", "Reject" or "Hold" a requisition subject to advise from relevant staff (HOD/SH or any other staff). It should not allow the Managing Director to hold a requisition for more than pre-defined time.	
265.	The system should allow the Managing Director to "Hold" a requisition and get clarification from relevant officers without the knowledge of the user and later "Accept" or "Reject (with reasons)" the requisition subject to the advice given	
266.	The system should allow the Managing Director to "reject" a requisition subject to further clarification or "reject" a requisition permanently with reason. And on rejection the requisition should be sent into the document repository in the EDMS (Electronic Document Management System) and the funds de-committed.	
267.	The system should allow the user to make corrections and resubmit to the Managing Director for further consideration where the requisition was rejected subject to further clarification.	
268.	The system should have a functionality that allows the MD/HOD/SH to delegate the approval function to the relevant staff. It should provide a notification of such delegation to the person delegated to.	
269.	The system should enable the MD to make any changes in the requisition before approval.	
270.	The system should not allow any staff to make changes to the requisition once approved by the MD. The approved requisition should be automatically converted to PDF and stored in the Document repository into the EDMS	
271.	The system should provide a notification to the User, to all activity participants, HOD/SH/Finance and the Procurement once requisition has been "Accepted" by the MD.	
272.	The system should track the time taken from the submission of the request to the time the approval process is completed.	
	Stores Requisition for Stationeries/consumables Requirement	
273.	The system should have a functionality that allows the stores officer/user to make a request to the procurement officer for office consumables.	
274.	The system should have an interface with inventory management module	
275.	The system should allow the stores officer/user to select consumables they require before submission of the request for consideration by the approvers.	
276.	The system should not allow the stores officer/user to submit the requisition to the procurement officer without the approval of the HOD/SH	
277.	The system should notify the stores officer/user and the procurement officer once the requisition has been approved by the HOD/SH	
278.	The system should notify the stores officer on the item requested is out of stock	
279.	The system should notify the user once the consumables are ready for collection.	
280.	The system should have a repository of the items requested by the users which were out of stock and notifies the user once the items have been procured. It should allow the user to resubmit the previous requisition to the procurement officer without making a new requisition.	

281.	The system should track the time taken from the submission of the request to the collection of the consumables.	
	Stores Management Requirement and Inventory	
282.	The system MUST allow the definition and maintenance of alpha numeric character codes for items	
283.	The system should have templates with predefined set of item attributes	
284.	The system MUST capture the following important information for each Item: ✓ Item Number/code (i.e. barcode) ✓ Item description(brief information) ✓ Unit price ✓ Minimum stock quantity, maximum stock quantity ✓ Safety stock level, re-order stock quantity ✓ Last stock date, last stock quantity ✓ Cycle count code ✓ Physical attributes such as weight, volume, length etc. ✓ Lot number, serial number, bar code number ✓ Supplier information, country of origin ✓ Expiry date, purchase date	
285.	The system MUST allow the definition of the following inventory types inside the application e.g. Consumables, Assets etc.	
286.	The system MUST have an ability to define new Item categories and Catalogues based on their characteristics	
287.	The system MUST allow the assignment of Inventory items to one of these categories and catalogues defined	
288.	The system allows collecting of item information using barcodes or QR codes during receiving and issuing of items.	
289.	The system allows for the issuance of goods and assets and collecting of the data using barcodes/QR Codes, inter stores transfers, etc.	
290.	The system should allow approval of issuance of all stores or assets through the requisition form by the officer in charge of the procurement function or only delegated officer	
291.	The system automates generation of Goods Issue Note that must be associated / matched with a stores requisition note.	
292.	The system allows for full or partial issues/receipts against a stores requisition note or contract	
293.	System should allow for creation and maintenance of approved items price lists	
294.	System should allow for creation and maintenance of supplier items catalogues	
295.	System should allow for creation of an internal Catalogue for all items /Services	
296.	The system allows for the delivery of goods to a specific store	
297.	The system must allow for the generation of: ✓ stores issue notes ✓ stores receipt notes ✓ goods in transit notes	

	✓ proof of delivery notes	
298.	The system has the functionality that allows different movements of stock items from one store location to another	
299.	The system has the functionality to close a store for stock take Purposes	
300.	The system has the functionality to open a store after a stock take	
301.	The system has the ability to create a new storage location including: ✓ A new store ✓ A new stock room ✓ A new bin location	
302.	The system has the ability to retire an existing storage location including: ✓ A store ✓ A stock room ✓ A bin location	
	Inventory Item – reporting	
303.	The system can generate, per storage location, the store movement reports including: ✓ Current stocks (Value and Quantity reports, reorder level, balance to reorder level, etc.) ✓ Receipts per a selected period (Value and Quantity LPO/LSO reports) ✓ Issues per a selected period (Value and Quantity reports) ✓ Transfers ((Value and Quantity reports)) ✓ Damaged stocks (Value and Quantity reports) ✓ Expired stocks (Value and Quantity reports)	
304.	Stock Analysis Report: this report gives information classifying all the items available based on their importance and value. ✓ Item categories Report ✓ Stock issues ✓ Per user ✓ Per department/Division	
	Inventory maintenance	
305.	Embed a workflow for the receipt/rejection of inventory (including related procurement and stores movements) and capture approvals, comments and documentation associated with this process/task and updating of the inventory data.	
306.	Automatic updating of inventory levels and balances after issuance/reception of inventory (stocked items and services)	
307.	Valuation of stock: The following options must be available for calculating the unit cost of goods in the store: ✓ Last In First Out (LIFO)	

	✓ First in First Out (FIFO) ✓ Simple average ✓ Weighted average	
308.	The following details should be captured for updating the stock levels: ✓ Item / part number ✓ Item name ✓ Inventory type/category ✓ Item description ✓ Stock date ✓ Comments ✓ Goods Receipt Note (GRN) number ✓ Delivery note number ✓ Quantity in ✓ Cost of items ✓ Quantity out ✓ Expiry date ✓ Supplier number (referenced to the supplier master data in the procurement module) ✓ Supplier name (referenced to the supplier master data in the procurement module)	
309.	Allow the receiving of inventory both at once and partially	
310.	Should maintain a central access-controlled items master database	
311.	The system must give alerts and notifications when stocks are at the re-order level and on expiry dates	
312.	Embed a workflow for the disposal of items (fixed assets and store items) and capture approvals, comments and documentation associated with this process/task and updating of the information in the fixed asset register or inventory.	
313.	Support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.	
314.	Automatic generation of disposal codes	
	Inventory maintenance – Reporting	
315.	The system must have provision for extracting any or all of the information above as a report.	
	Stock takes	
316.	The system should be able to generate a Stock take count lists	
317.	Allow the manual stock verification stock counts capture by the system, reconcile the physical count against the system count and produce a variance report	
318.	The system should allow for the different actions to be carried out to address the identified variances (e.g. adjustments of the system values, or capture of missing store movements, etc)	
319.	The system should allow for approval of the stock take through a workflow process	
320.	The system should allow for the following types of stock takes: ✓ Annual stock take	

	✓ Periodic stock takes ✓ Ad hoc stock takes ✓ Select (e.g. Fast moving items, etc.) stock takes	
321.	The system should have the ability to stop, complete, approve/cancel, and/or suspend the movement freeze the stock movements during the period of stock take.	
322.	The system should allow for scheduled stock takes alerts	
323.	The system should have the ability to set up an ad hoc Stock take and Physical Verification Committee	
324.	The system should have the ability to set up access rights to the ad hoc Stock take and Physical Verification Committee for only the duration of the stock take	
325.	The system should have the ability to carry out the stock take for a Division or stock room of the store	
326.	The system should have the ability to generate all standard reports with respect to stock takes	
327.	The system should allow for capture of stock take notes/observations to accompany the physical counts	
	Stores Ledger	
328.	The system must interface with the financial system / accounting module chart of accounts so as to allocate the costs stores issued to the relevant cost/profit centers.	
	Additional Reporting Requirements	
329.	In addition to providing a flexible reporting mechanism, the system must be readily able to generate the following reports must be readily able to generate the following reports: ✓ Value of store with options for calculating the value of the Store ✓ With items flagged for disposal ✓ Minus items flagged for disposal	
330.	The officer in charge of the procurement function should have access to a screen that provides her with an update on the status of all workflows in her department. The objective of this is to allow the officer in charge of the procurement function to have an overview of the status of all requests and activities of her department.	
	Purchase Requisition for Assets, Services and Works	
331.	The system should have a functionality that allows the user to request for Assets, Services and Works from the relevant Divisions.	
332.	The system should have an interface with inventory management module	
333.	The system should allow the user to select all assets they require before submission of the request for consideration by the approvers.	
334.	The system should not allow the user to submit the requisition to the procurement officer without the approval of the HOD/SH	
335.	The system should notify the user and the procurement officer once the requisition has been approved by the HOD/SH	
336.	The system should notify the user whether the item is in stock before requisitioning	
337.	The system should not allow the procurement officer to issue the asset procured without approval of Head of Department.	
338.	The system should notify the user once the asset(s) are ready for collection from the central stores.	
339.	The system should have an interface with Activity Requisition	

	Module.	
340.	The system should allow the user to make a "Procurement Activity requisition" through the "Activity Requisition Module" once the items requested is out of stock	
341.	The system should have a repository of the items requested by the users which were out of stock and notifies the user once the items have been procured. It should allow the user to resubmit the previous requisition to the procurement officer without making a new requisition.	
342.	The system should track the time taken from the submission of the request to the collection of the consumables.	
343.	The system should have a functionality that allows the user to indicate the reason why they are requesting for an asset (e.g. New staff, lost, replacement, etc.). It should not allow the staff to be issued with more than one same asset.	
344.	Where the asset is lost, the system should allow the staff to make request subject to approval from Top Management after due processes have been followed including insurance.	
	Asset Management System Requirement	
345.	The system must interface with the procurement and inventory management module. For items defined as assets, there should be an embedded workflow for updating the asset register with all the requisite details	
346.	The system should provide a notification to Asset Manager once an item marked as assets is received.	
347.	Ability to generate asset tag based on asset class & predefined sequence numbering to help in the process of physical verification process. This should happen at the central stores	
348.	Ability to allocate each asset to one or more insurance policies	
349.	Provide alerts for payment of insurance premium before the expiry date	
350.	Ability to trigger off alerts as reminders for maintenance of assets	
351.	Ability to register and track warranty information	
352.	Ability to associate a fixed asset with a regional office and calculate depreciation expense accordingly	
353.	The system provides the ability to store manufacturing information	
354.	The system provides the ability to store supplier information.	
355.	The system provides the ability to track to what system a piece of equipment belongs to	
356.	The system provides the ability to track the asset purchased, installed dates, removed dates, original costs, life-to-date repair costs, current replacement costs.	
357.	The system provides the ability to allow for categorization of an asset (apply different depreciation methods for different components of a major asset)	
	Asset Movement Management	
358.	The system should have the functionality to request for and get approval of an asset movement/transfer from one location to another	
359.	The system should have the functionality to monitor the asset movements.	
360.	Provide facility to generate asset movement forms and approvals when asset is moved and identify current location and current user (whenever it is applicable)	
361.	Ability to facilitate inter-zone / inter-department asset receipts, issues and transfers	
	Asset Maintenance Management	

362.	The system must be able to maintain an Asset Maintenance budget and total life cycle of the assets	
363.	The system should have the functionality to manage Preventive maintenance. It should have the ability to: ✓ Define PM (preventative maintenance) parameters per asset ✓ Define PM inspection schedules per asset ✓ Capture PM inspection feedback reports per asset ✓ Capture PM actions carried ✓ Update PM next inspection date ✓ Capture the team (internal or outsourced) scheduled to carry out the PM ✓ Track all stock items issued towards the asset maintenance work order ✓ Track all outsourced service orders issued towards the asset maintenance	
364.	The system should have the functionality to manage Breakdown Maintenance. It should have the ability to: ✓ Capture repairs reported per asset ✓ Capture repairs inspection feedback reports per asset ✓ Capture repairs actions carried ✓ Define repairs next inspection date ✓ Define the next repair actions ✓ Capture the team (internal or outsourced) scheduled to carry out the repairs ✓ Track all stock items issued towards the asset maintenance work order ✓ Track all outsourced service orders issued towards the asset maintenance	
	Reporting Requirements for Asset Maintenance Management	
365.	Provide reports on: ✓ PM scheduled, conducted on time, conducted after due date, and not yet done ✓ Per selected period/department/organization unit actions carried out under: ✓ Per selected period/department/organization unit the costs incurred under:	
366.	The system should generate the following reports: ✓ Assets beyond their useful life ✓ Assets that have been maintained over a select period ✓ Assets with maintenance costs over a select threshold ✓ Assets with +/- maintenance budget balances	

367.	The system should be able to generate the following work order reports: ✓ How many work orders in a certain time period were scheduled or non- Scheduled ✓ How many work orders in a certain time period by reason, subassembly and/or repair type ✓ Open work orders by type, by status (pending, waiting parts, etc.), by location, and/or by asset category	
368.	The system should be able to generate the Asset/Equipment downtime report by summary or detail by user defined periods for: ✓ Each location ✓ Cost centre ✓ Asset category	
369.	Ability for creating annual disposal plans	
370.	The system should have the functionality to manage different types of asset disposals at WSPs	
371.	The system should have the functionality to manage asset disposals through Sale by Public Tender process	
372.	The system should have the functionality to manage asset disposals through Sale by Public Auction process	
373.	The system should have the functionality to manage asset disposals through Donation process	
374.	The system should have the functionality to manage asset disposals through Trade-In process	
375.	The system should have the functionality to manage asset disposals through Waste/Destruction/burying Disposal process	
376.	Ability to mark assets, in the approved disposal plan, for disposal as well as re-admit assets back into the assets listing.	
377.	Ability to calculate and create automated journals and reverse accumulated depreciation at the time of sale, scrap, and retirement of asset	
378.	The system should have the functionality for the estimation of disposal costs, and ensuring that costs recovered are sent to the appropriate location in budget module	
	Asset Disposal Management	
379.	Manage all asset disposal related data including dates, rates and attachable documents.	
380.	Allow for the management of important dates in the asset disposal plan (deadlines, stages and conditions).	
381.	Create individual reports for presenting data on asset disposal	
382.	The system must enable various divisions to develop their disposal plans for the year whose view can be broken down to enable viewing as per various periods e.g. month-on-month, week-on-week, etc.	
383.	Consolidation of disposal plans of various divisions into a single disposal plan and vice versa	
384.	Ability to view and print divisional and consolidated disposal plan	
385.	Have a workflow for disposal plan preparation and approval	
386.	Enable the attachment of documentation to disposal plans submitted by divisions and avail the same during consolidated viewing	
387.	The system must be able to address the requirement of updating the disposal plan on a periodic basis by having an inbuilt	

	workflow for updating the disposal plan	
388.	Ability to track disposal requisitions against the disposal plan at divisional level and company-wide level	
389.	The system should be able to allow categorization of disposal plan requests	
390.	The system should be able to set alerts with respect to initiation of disposal plans preparation	
391.	The system should have a functionality that allows one to generate a number of different standard reports, including: ✓ Current asset tagging listing ✓ List of fixed asset transferred between locations or custodian during the period ✓ List of newly added fixed assets ✓ Assets disposed during the period indicating the reserve disposal price, Actual disposal price, and Variance ✓ Assets earmarked for disposal listing	
392.	All these reports can have their layout changed and have fields included / excluded depending on the users' needs.	
393.	The system must be able to perform fixed assets registration. The registration should be from the procurement process.	
	Reporting Requirements for Asset Disposal Management	
394.	Asset tag (Barcode)	
395.	An asset to be uniquely identified	
396.	An asset classification(s)	
397.	An asset to be adequately described	
398.	The status of the asset to be monitored (whether active, suspended, or disposed)	
399.	Impact on the depreciation accounts (balance sheet and profit &loss) when different periods are selected	
400.	The location and holder (responsible person) of the asset to be determined and transfers to be approved and recorded	
	Asset Accounting	
401.	Quantity and value of fixed assets per category and in summary to be determined	
402.	Categorization of fixed assets	
403.	Depreciation value to be computed using various methods and parameters	
404.	Quantity and value of fixed assets per category and in summary to be determined	
405.	Fixed asset details to be retrieved such as cost, useful life, salvage value, date of commissioning, etc.	
406.	Warranty & licensing information to be captured and renewal alerts	
407.	Inspection data to be recorded (tagging)	
408.	Revaluation	
409.	Impairments	
410.	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.	
411.	The system must be able to perform fixed assets disposal through a workflow. This disposal may be a full or partial disposal.	

412.	The system must be able to perform fixed assets depreciation with options for using different depreciation methods	
413.	The system must be able to post fixed assets ledger entries to the general ledger	
414.	Automated calculation of net book value and gains/loss of asset value	
415.	The system should allow for revaluations of fixed assets	
416.	Ability to automatically check and stop depreciation on reaching the user defined residual values for assets or predefined service years	
417.	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)	
418.	Provide facility to distribute depreciation expenses among reporting units & department	
419.	Ability to handle impairment of fixed assets and its accounting Treatment	
420.	Ability to permit accounting of sale of fixed assets as per statutory requirements	
421.	The system should have a functionality that allows one to generate a number of different standard reports, including: ✓ Fixed assets register ✓ Fixed asset valuation report ✓ Fixed asset depreciation report ✓ Fixed asset reports by asset type and other asset category ✓ Depreciation forecasting report ✓ Accumulated depreciation list by category by Location ✓ List of fixed asset transferred between locations or custodian during the period ✓ List of newly added fixed asset	
422.	All these reports can have their layout changed and have fields included /excluded depending on the users' needs	
	Financial Reporting Requirements	
423.	The system MUST facilitate forecasting of costs and revenue in terms of trends based on historical data.	
424.	The application MUST have following types of reports by date range; ✓ Profit & Loss account monthly, quarterly, annual, comparative ✓ Trial balance with comparative years actual and budget ✓ Performance reports actual VS Budget monthly, quarterly, annual ✓ Statement of Profit and Loss and Other Comprehensive Income ✓ Statement of Financial Position ✓ Statement of changes in equity ✓ Statement of Cash Flows	
425.	User defined	

426.	Complete IPSAS formats including notes, IFRS formats,	
427.	Complete Quarterly financial statements reports in IPSAS & IFRS formats	
428.	User defined period reports	
429.	Notes to the financial statements	
430.	The application MUST also be able to have consolidated types of reports by date range as follows:- ✓ Consolidated Profit & Loss account monthly, quarterly, annual, comparative	
	✓ Consolidated Trial balance with comparative years actual and budget ✓ Consolidated Performance reports actual VS Budget monthly, quarterly, annual ✓ Consolidated Statement of Profit and Loss and Other Comprehensive Income ✓ Consolidated Statement of Financial Position ✓ Consolidated Statement of changes in equity ✓ Consolidated Statement of Cash Flows	
	Reporting and Business Intelligence	
431.	Ability to generate Customized Reports	
432.	Database SQL Reporting Services enabled	
433.	Development and Integration with other corporate Applications Support for Business Intelligence reporting of all modules data and ability to define adhoc views and reports	
434.	Ability to define key performance indicators and monitor them through the reporting and analysis tool.	
435.	Ability to support analysis of financial reports using graphs and charts	
436.	Ability to perform 'what if' analysis based on data in the system	
437.	Provide a user friendly ad-hoc reporting and analysis tool to assist users in generating reports based on data in the system.	
438.	Ability to define key performance indicators and monitor them through the reporting and analysis tool. Examples include performance on levy collection, actual expenditure vs. budget, ratio of recurrent to development expenditure, rate of cost reduction	
439.	Ability to preview reports before printing	
440.	Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report	
	Budgeting Process Requirement	
441.	The system should incorporate online budget preparation functionality and should be able to cover all budgetary elements whether capital or operational expenses	
442.	The system must possess functionality that allows budget preparation at activity, divisional and departmental levels prior to merging into a corporate budget.	
443.	System should be able to maintain and track budgets and expenditure at activity, zonal, departmental and corporate level. It must be able to provide alerts upon attainment of defined threshold.	
444.	The system must have a workflow approvals for creating, uploading and updating the company's annual and	

	supplementary budgets	
445.	The system must be able to keep historic budget information	
446.	The system must keep track of all changes to the budget.	
447.	The system MUST link payments to project budget line items for cost management purposes (where applicable)	
448.	The system MUST be able to accommodate a budget calendar that may be different from a financial calendar	
449.	The system should support rolling over of budget amounts/lines year on year	
450.	The system should provide functionality to view actual data against budgeted data	
451.	The system must be able to support reallocation of budgets between budget lines	
452.	The system must support Activity Based Budgeting providing for a facility to capture objectives, activities and outcomes at item and sub item level	
453.	The system must facilitate multiple years budgeting – prior years and at least 3 future years.	
454.	The system must facilitate allocation of budget ceilings by activity and account code.	
455.	The system must have ability to allow for creation of special budgets (Monthly, Quarterly, Biannual, Annually) etc.	
456.	The system must support both Bottom-Up and Top-Down budgeting.	
457.	The system must support commitment control by not allowing spending on a line item without a budget.	
458.	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.	
459.	The system MUST allow for importation of Budget from excel.	
460.	The application should support copying of budgets from a financial period to another.	
461.	The copied budget should be modifiable through application of percentages or absolute figures.	
462.	The system must link all procurements and payments to the budget.	
463.	The system must facilitate viewing of each department/function budget and expenditure to date.	
	Reporting Requirements for Budgeting Process	
464.	Dynamic reports with the provision for a drill-down capability.	
465.	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	
466.	The reports must conform to the defined reporting templates:	
	✓ Monthly budget reports ✓ Quarterly budget reports ✓ Annual budget reports ✓ Actual vs. Budget ✓ Year expenditure/revenue reports ✓ Reallocation reports ✓ Cost centre budget reports in user defined period ✓ Performance contracting reports ✓ Un utilized commitments ✓ Variance reports.	

	Budgetary Controls	
467.	When preparing the budget out-turn report, one must be able to generate it with the options of:	
	✓ Factoring in all actual payments and committed funds (i.e. funds whose purchase requisition has been approved but the actual payment has not been made) ✓ Factoring in only actual payments made	
468.	The budget out-turn should not include future payments (not yet incurred) as a result of scheduled LPOs or journals.	
469.	The system must be able to capture funded program budgets (e.g. GoK, World Bank, WateWorX, UBSUP etc.) and report on them per the funder's reporting template.	
470.	The system must enable tracking of budget expenditure and produce a report of the Same	
471.	Produce comparative financial statements showing: ✓ Prior year budget data ✓ Year to date budget ✓ Annual budget	
472.	The system must be able to produce reports on committed budgets, actual expenditures and balances per budget line/account holder	
473.	System prevents department level users from updating budget information after it has been submitted.	
474.	Allows Budget Office to "push" worksheets out to departments electronically for budget preparation.	
	Audit Trails, Security and Controls Requirement	
475.	Ability to maintain detailed and summary transaction history by account with audit trail	
476.	Ability to secure data and reporting information to appropriate individuals associated with specific departments, roles or functions	
477.	Ability to log reversals or corrections without allowing complete deletion	
478.	Ability to query audit trails by transaction, by user, by account or GL code for both transactions and standing data	
479.	Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles	
480.	Allow user access to be controlled at numerous levels e.g. menu level, screens level, transaction level and field level	
	Integration, Archiving and Backups Requirement	
481.	Data Archiving	
482.	Ability to support Replication and automated scheduled backups	
483.	System Integration	
484.	Integration with Corporate Emails for workflow and ability to support other systems	
485.	ERP Integration to EDMS	
486.	Work Activity Collaboration	
487.	Records management (File and archive management)	
488.	Workflow/business information processing and management	
	2. HUMAN RESOURCE MODULE REQUIREMENT	
	Company Structure	
489	System MUST have ability to include Company structure hierarchy definition and organogram.	

490	System MUST be able to build a Company structure, which caters to various Company types such as departments, Sections, sub-section, Units, cost centres.	
491	System MUST have a functionality to modify the Company structures as and when required and maintain the history of all such changes.	
492	System MUST have a functionality to assign managers to various units/positions and view the managers and sub-ordinates reporting to them.	
493	System MUST have an ability to view positions linked to various departments.	
494	The system must be able to define, develop, analyse/ evaluate and store job descriptions, skills and qualifications required for each position.	
495	Jobs form will include breakdown of approved jobs or staff establishment, (total number, vacant, occupied, blocked, etc.).	
496	The system MUST be able to identify jobs and positions uniquely.	
497	The system MUST be able to maintain history of changes done to the position Details	
498	Ability to show all vacant and occupied positions & jobs (staff in post).	
499	Allow job rotation	
500	Ability for Departmental heads, Section Heads using the self-service to request for “New Jobs”, “Transfer of jobs and positions” and build the required workflow.	
501	Ability to link rewards and salary scales with employees’ position grading.	
502	Ability to integrate staff costs with the finance and accounting module	
503	The system must have the ability to maintain changes in employee position and jobs details such as:	
	✓ Position and job Transfer ✓ Position and job Status ✓ Position and job Description ✓ Position and job History	
504	The system should allow for changes in position title.	
505	The system should allow for upgrading a position.	
506	The system should allow for downgrading a position.	
507	The system should allow for removing or returning a position.	
508	The system should allow for the ability to create several types of employment (terms of service) such as Permanent and Pensionable, contractual, consultant, internship etc.	
509	The system should allow for addition, removal or amendment of types of employment	
510	Ability to create grading levels (managerial, technical and support) and flexibility to adding new levels.	
511	Ability to create employee status (active employment, resigned, suspended, study leave and unpaid leave) and integrate it with affected areas in leave management and payroll	
512	Ability to generate multiple statistical reports for all positions & jobs within the Company	

513	The system MUST produce the following reports: ✓ Company structure reporting by location. ✓ Company structure reporting by department/Section. ✓ Open and filled positions reporting. ✓ Positions associated with Company. ✓ Budget & Actual Head Count Comparison.	
	Recruitment and Selection	
514	Ability to create and develop employee requisitions/vacancies.	
515	Ability to receive applications during online recruitments and serialized	
516	Ability to allow for information drawn from physical applications to be inputted into the system during recruitments	
517	Ability to accept both internal and external applications.	
518	Ability to screen and select candidates.	
519	Ability to track candidates and recruiter in the placement process.	
520	Ability to manage pre-placement verification, which includes salary authorization.	
521	Ability to advertise vacancies internally (self-service)	
522	Alert the HRM and the HoDs on overdue vacant positions	
523	The system SHOULD enable candidates to apply for available vacancies and allow only those who meet the minimum requirements.	
524	Ability to generate a long list as per the job criteria e.g. experience, technical, academic and competence qualifications.	
525	Ability to capture interviewer notes and feedback.	
526	System MUST have an inbuilt vacancy approval process/workflow.	
527	System must have a recruitment and selection workflow that covers the process from vacancy creation to defining a new employee.	
528	Ability to track recruitment drive and produce reports for management (e.g. recruitment costs, time taken to fill a position, status of recruitment drive, etc.).	
529	Ability to generate resumes from candidate input details.	
530	Ability to upload and share candidate documents (e.g. certificates, CV, etc.).	
531	Ability to verify budget prior to recruitment drive.	
532	Ability to generate offer letters, appointment letters, etc. Ability to send an offer letter electronically or as a print out.	
533	Ability to generate regret letters.	
534	Ability to hire staff on contract for a specified period.	
535	Ability to hire temporary staff and/or interns for a specified period.	
536	The system should be able to shortlist qualified applicants from the long-list at the point of job application. This will assist HR from having to review overwhelming number of applications from unqualified persons.	
537	When employees are rehired, the system should link all previous employment information to the new record.	
538	The system SHOULD have recruitment planning mechanism to capture recruitment plans online	
539	The system MUST be able to track the requisitions for vacancies for a particular job, grade, location or position	
540	Ability to schedule interviews	

541	Ability to track interview results	
542	The requisition form should be flexible to change according to requirements	
543	Ability to register the employment contract, renewal and termination	
544	The system must have the ability to provide an interface for customizing recruitment letters	
545	Ability to implement a specified probation period for newly hired employees	
546	Reporting Requirements for Recruitment and selection	
547	Ability to generate the following reports:	
	✓ Recruitment Activity reports, Recruitment reports –direct / internal reports ✓ Recruitment reports based on recruiting department. ✓ Vacancies report. ✓ Applicants Qualifications reporting. ✓ Statistical reports of the applicants and provide the management with tabular and graphical reports and other analytic presentations ✓ Statistical report of the requested number of employees for a specific area ✓ Staff orientation / induction	
548	Should be able to develop induction program within the system with input from HR and user departments.	
549	Ability to allocate employee compensation and benefits (NHIF, NSSF, club membership, advances, loans, etc.).	

550	Ability to confirm/reject new employee after completion of probation period or extend probation period.	
551	At a minimum, the following employee master details must be captured;	
	✓ Staff number (auto-generated) ✓ Nationality ✓ Ethnicity ✓ Disability ✓ Gender ✓ PIN Details ✓ NSSF Details ✓ NHIF Details ✓ HELB status ✓ ID/Passport number ✓ Marital status ✓ Date of birth ✓ Employees names ✓ Contacts (Phone Number, Postal Address, and Email etc.) ✓ Spouse details: name, ID number, occupation and contacts (Phone number, Postal Address, Email etc. ✓ Next of kin details: name, ID number, occupation and contacts (Phone number, Postal Address, Email etc. ✓ County of origin ✓ Dependants: Age, Gender, relation (daughter, son, adopted) ✓ Next of kin details: Names, ID number, occupation and contacts ✓ Employee photo ✓ Employee qualifications, experience and skills ✓ Previous employer ✓ Medical related details ✓ Employment date ✓ Position ✓ Category (senior, management, mid management, support ✓ Department/Division ✓ Employment status (contract, permanent, probation, temporary)	

	✓ User-defined comments ✓ Ability to add/delete any bio data as necessary by authorized user	
552	The system must allow an employee to view and update personal data such as names, address, contacts, schools and/or University attended, qualifications, HELB, etc. subject to verification and approval.	
553	The system must allow an employee to view and update payment details such as bank, account name, account number, Bank Branch Codes etc. subject to verification and approval.	
554	The system must allow the user to view and update information on beneficiary and dependents subject to verification and approval.	
555	The system SHOULD have storage repository for certification and other relevant documents for employees	
556	The system SHOULD alert new employees to participate in the induction program coordinated by HR.	
557	The System SHOULD allow grouping of employees based on various aspects such as department/Division and grades	
558	The system MUST be able to store working hour's details, work frequency and normal timings for the employee.	
	Employee Management	
559	Act as a centralized portal for disseminating static employee information such as benefits, leave information, disciplinary action and appeal process, FAQs, loans application, benefits, etc. which can be updated as need be.	
560	The system must be able to manage staff transfers, acting appointments, relocations, promotions and demotions and track	

	such movements.	
561	The system should be able to address acting appointments. It should be able to capture under an employee's profile:	
	✓ The event of acting appointment ✓ Position ✓ Start and end dates of the appointments ✓ Benefits applicable	
562	Embed a workflow that supports Employee transfers including acting Appointments	
563	Provision for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.	
564	Maintain a history of Employee transfers taken and support the ability to profile the same employee	
	Employee transfers module should be interfaced with payroll processing component	
565	Provision for managing employee disciplinary actions	
566	Embed a workflow that supports the disciplinary process (disciplinary module)	
567	Provision for uploading and attaching documents to an employee's profile such as scanned warning letters, certificates, commendations, etc.	
568	Maintain a history of disciplinary action taken against an employee and support the ability to profile the same employee	
569	Disciplinary module should be interfaced with payroll processing component	
570	Disciplinary module should integrate with the personal development, training and separation modules	
571	The system must be able to adequately address situations where an employee is suspended and capture this event on the employee's profile. This includes provision of workflows for initiating the suspension process, ending suspension and reinstating/rejecting an employee after suspension	
	Reporting Requirements Employee Management	
572	Ability to generate the following reports:	

	✓ Employee details by department, location, positions, jobs, grades, payroll, Allowances, etc. ✓ New appointments / joiners report. ✓ Acting appointments report. ✓ Transferred employees report. ✓ Employee addresses and contact details report. ✓ Employees' summary reporting by specific criteria e.g. by department, grade etc. ✓ Employees Locations report ✓ Employee turnover reporting and analysis ✓ Disciplinary actions taken report ✓ Positions Analysis ✓ Contract Employees ✓ Employees by Cost Centre ✓ Employees Ethnicity Reports ✓ Employees by Education Level ✓ Promoted Employees ✓ Retiring Employees ✓ Terminated Employees ✓ Transferred Employees ✓ Workforce planning ✓ Staffing level analysis ✓ Ages of staff ✓ Dates of employment ✓ Report listing employee NHIF, NSSF, PIN, HELB, NSSF or NITA (National Industrial Training Authority) details ✓ Gender analysis ✓ People with Disabilities (PWD) analysis	
573	Skill set and competencies status: to list per employee the professional qualifications, academic qualifications, learning / development map, job requirements.	
	Performance management	
574	System MUST have an inbuilt performance appraisal process/workflow.	
575	Ability to support the s appraisal system with the ability to be configured to any other system such as the balanced scorecard.	
577	Ability to define various objectives associated with performance management.	
577	Ability to define and amend KPI's associated with the objectives defined subjected to a workflow approval.	
578	The appraisal system and KPI's must be amendable for different categories of employees.	

579	The system must enable calculations for the KPIs against predefined rules to arrive at the performance measurement.	
580	Ability to monitor and manage performance contract deliverables.	
581	Ability to capture performance requirements per position: qualification requirements, personal attributes, education, experience, skills, etc.	
582	Ability to receive periodic (e.g. quarterly) appraisal reviews/results from various Sections online.	
583	Ability to send employees / special groups performance appraisal report on the system.	
584	Ability to track performance appraisal results over a period of time per employee, special group, department, etc.	
585	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.	
586	Support the associating of evidence to performance KPI's.	
587	Extraction of performance data to (excel, MS word, pdf etc.) per employee and per department and Section.	
588	The system should support self-appraisal.	
589	Assessment of self-appraisals for annual or periodic appraisal process MUST be possible for the managers.	
590	Support electronic signoffs between the appraised and appraiser and other relevant officials.	
591	The system should allow the salary adjustment as defined in the salary progression matrix.	
592	The system must allow the employee to receive performance feedback from their supervisor/manager.	
593	The system must allow KPI tracking and management dashboards.	
594	A workflow must be present for issuing a performance rating to an employee.	
	Reporting Requirements for Performance management	
595	The ability to generate the following reports: ✓ Performance reporting per individual. ✓ Performance reporting by position. ✓ Performance reporting by department / special group.	
	Training Management	
596	Ability to match training needs of an employee against their position's qualification requirements (academic, personal attributes, professional, experience, skills, etc.), Company growth plans and performance management system.	
597	Ability to identify and evaluate training needs based on the performance appraisal.	
598	Capturing of training requests submissions from user departments.	
599	Ability to create a list of training providers and their details.	
600	Ability to create a training plan, manage and update training plan.	
601	Ability to create a short-list of candidates for training and compare them against the training selection criteria (e.g. competency-based selection).	
602	The system must have an approval/rejection process for a training plan.	
603	Ability to create, manage and update an employee's personal	

	development plan.	
604	Ability to capture information on trainings attended by an employee.	
605	Ability to capture/receive training and development requests from other departments.	
606	Ability to maintain historical data on all information captured e.g. trainees, trainers, vendors, training requirements, attendance, training record, performance, cost etc.	
607	Ability to create (define) training selection criteria and maintain historically (e.g. competencies-based criteria.).	
608	Ability to allocate roles to different personnel in the training development process.	
609	Ability to interface the training request process with financial system e.g. raising invoice, LSO.	
610	Ability to track the status of a training request from requisition through planning to delivery and completion by trainees.	
611	Centralized cataloguing and tracking of training courses	
612	Ability to design, create and deliver online training programs for new staff as part of induction (modules and tests).	
613	The system should have provision for setting the maximum number of trainings and cost a single employee can receive in one financial year.	
614	The system should have functionality to restrict an employee from registering the same training course more than once after successfully undertaking the course	
615	The system MUST facilitate development of a training calendar specific to departments within the company, jobs skills requirements, technical aspects and publish the calendar	
616	The system SHOULD be able to generate training requirements based performance appraisal	
	Reporting Requirements for Training Management	
617	Ability to generate the following reports pertaining to training:	
	✓ Competencies reporting along with skills. ✓ Training requirements reporting. ✓ Training's history reporting. ✓ List of Attendees of a Course ✓ List of Attendees of a Course in a Department ✓ List of Courses for a certain position ✓ List of Courses Taken by Employee during a defined period ✓ List of Employees not Attended a mandatory Course (if expected to attend) ✓ Enrolled For postgraduate courses/ professional courses / scholarship. ✓ Employee Training/development needs ✓ Staff trained ✓ Trainings delivered ✓ Trainings in the pipeline ✓ Training plan	

	✓ Training feedback reports	
618	Training Attendance (E-Learning / Staff Induction)	
619	The system should be able to present to employees a list of approved courses from which to choose from	
620	The system MUST facilitate the enrolment for training courses	
621	The system MUST enable the users to maintain a history of the courses attended, status of registrations and passes/fails	
622	The system must be able to track enrolment and maintain enrolment status for all courses	
623	If registrations are received beyond the maximum capacity of the course, the system must be able to keep a waiting list for that course	
624	Ability to send reminders and notifications to employees on upcoming courses which they have registered for	
625	Ability to capture training evaluation and feedback by attendees so as to determine the success of the training delivered	
626	Ability to record skills gained by the trainee after attendance of the training	
627	The system must be able to capture the grade (pass/fail/marks obtained) of an employee upon completion of a course either automatically or manually by the trainer	
628	The system must be able to track on number of hours of training an employee has attended for each course	
	Leave Management	
629	The system MUST automate the leave application process by enabling end-to-end online leave management	
630	The system must embed a workflow for leave management that can capture comments and approvals related to the task depending on its requirements	
631	Ability to accrue leave days at a configurable rate.	
632	Provide alerts and notifications to users and relevant authority on leave days above 15 leave days, 30 days before the close of the financial year	
623	Ability to deduct leave days.	
634	Ability to suspend leave subject to approval by Head of Department	
635	Capability to track and extract a history of the leave management data of an employee	
636	Calculation of leave balances and how much they are worth	
637	The system must be able to carry forward leave balances as per HR policy and Kenya Statutory laws	
638	Interfaced with payroll component of the HRMS so as to support the conversion of leave balances to payment (during separation only)	
639	Should enable users to perform online leave planning on a Financial Year based system and submission of the same into the leave approval workflow or save plans as draft	
640	Provide alerts and notifications to users and relevant authority on leave anniversary, public holidays, etc.	
641	The system should provide for Public holidays	
642	Enable one to apply different types of leave including: ✓ Maternity ✓ Study ✓ Paternity ✓ Compassionate	

	✓ Annual ✓ Compulsory ✓ Terminal ✓ Sick ✓ Unpaid	
643	The system must allow initiation of sick leave on behalf of the employee application by HR personnel	
644	At a minimum, the following details on leave application must be captured: ✓ Name ✓ Department/Division ✓ Grade ✓ Date of appointment ✓ Leave entitlement (days per annum) ✓ Leave days applied for ✓ Leave start date ✓ Leave end date ✓ Contacts when away ✓ Leave balance carried forward ✓ Leave balance brought forward ✓ Leave balance	
645	The system MUST have the provision to access leave information online.	
646	The system MUST have a facility to keep a track of number of days of leaves taken, for the various categories of leave	
647	The system MUST have a facility for the supervisors or the HR users to approve or reject the leave applied by the employees	
648	Reporting Requirements for Leave Management	
649	Ability to generate the following reports: ✓ The system MUST have a provision to report the usages of leave types. ✓ The system MUST have reporting for various types of leaves for employees. ✓ Leave accruals reporting.	
	Employee separation	
650	A workflow must be present for WSPs to initiate the separation of an employee in the event that it is a dismissal and capture comments where necessary	
651	A workflow must be present for processing a request for separation from an employee and capture comments where necessary	
652	A workflow must be present for processing a request for separation through an employee retirement, and demise and capture comments where necessary	
653	The system should store the notice period details of all employees	

654	Employees clearance form should be accessible online	
655	At a minimum, the following should be captured on the clearance form: ✓ Name and Employment Number ✓ Date employed ✓ Forward Contacts ✓ Designation ✓ Department ✓ Type of separation ✓ Last day of service ✓ Leave days due payable ✓ Notice period (adequate/inadequate) ✓ Notice period (to hand over WSPs Property) ✓ Pay in lieu of notice	
656	Electronic signoff of clearance form between user and relevant personnel and capture comments	
657	Integration with compensation module, loans, mortgages, etc.	
658	Maintain employee exit interview information	
659	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	
660	The system must have a workflow for processing an employee reinstatement application that allows one to either approve and process the reinstatement or reject the reinstatement application.	
661	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.	
662	The System MUST allow for terminating the employee record at the conclusion of the employment period without deletion.	
	Reporting Requirement for Employee separation	
663	The system should have the following reports: ✓ Terminated / separated employees report. ✓ Terminated Employees by Termination Reason. ✓ End dated positions reports. ✓ Staff due to retire (in 3 years, 2 years, 1 year, 9 months, 6 months)	
	Compensation and Benefits Management (Payroll)	
664	The system should enable compensation planning.	
665	The system must provide a workflow for approval or updating of all compensation related configuration data.	
666	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.	

667	Must be able to capture Employers' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.	
668	Must be able to capture Employees' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.	
669	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.	
670	Must be able to capture and maintain pay disbursement details (i.e. pay mode, bank details, cost center, etc.) allow for amendment and keep a history of such amendments	
671	Should enable computation of employee costs per employees, Division or Department.	
672	Must interface with the financial system / accounting module chart of accounts so as to allocate staff costs to the relevant cost/profit centers.	
673	Generation of tax returns (P9 forms) in batch or on singular basis.	
674	The system must be able to perform salary transfers / Payments.	
675	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.	
676	The system must be able to define categories of benefits and assign employees to benefit categories based on an eligibilitycriteria (i.e. one off payments, periodic, recurring, etc.).	
677	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.	
678	Ability to compute employee salary increment based on salary progression matrix.	
679	The system must be able to compute salaries in Kenya Shilling.	
680	The system must be able to compute salaries in Foreign Currency.	
681	The system should enable attaching or referencing of documentation related to employee compensations e.g. garnishment letters, etc.	
682	Staff must be able to view their pay information online.	
683	Provision to enable application for loans and salary advances and facilitate approval of the same through a workflow.	
684	Provision for Alerts when the employee's deductions reach a set threshold – 1/3 of monthly pay.	
685	Provision to Alerts employee and the HHRA 3 months before the end of the contract	
686	The system must be compliant to the legal requirements in Kenya regarding employee compensation earning and deductions.	
687	Ability to process partial deductions if an employee's pay are insufficient to cover the deduction.	
688	Ability to compute associated employee taxes while taking into consideration the employee's benefits.	
689	Ability to facilitate payroll planning and calculations.	
690	Ability to compute gratuity on a monthly / accrued basis as well as compute associated employee taxes the employee's benefits.	
691	Ability to make payment of gratuities as per the CBK regulation on the last month of the contract	
692	Ability to pay mass salary changes retroactively and with different options.	

693	The system must be able to address payments/deductions missed out in the past either to a single employee or a group of employees.	
694	The system must be able to record loans/advances to the employee under the employee's profile.	
695	The system must correctly recover loans / salaries advanced to the employee.	
696	The system must be able to post the recovered amounts correctly to the financial system.	
697	All compensation and benefits must be formula driven / criteria based. The systems MUST NOT allow arbitrary allocation of compensation/benefits to an employee.	
698	The system must have robust security features that will protect sensitive salary related information from unauthorized users.	
699	The system should support multiple payroll cycles	
700	The system must allow one to define the date when the payroll is run and the date when the salary transfer takes place. The system should allow these dates to be changed in the event that they fall on a holiday.	
701	Provision for having different payrolls to cater for: ✓ Board Members ✓ Contract employees ✓ Casual employees/Consultant ✓ Interns/attachment	
702	They system must have flexibility for configuring earnings and deductions so as to capture all earnings and deductions applicable at WSPs.	
703	There should be provision to schedule earning and deductions in order to address situations where an earning/deduction is one time or severally over a period of time.	
704	The system must offer functionality to make corrections to a payroll already processed.	
705	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.	
706	The system should maintain a history of all payroll runs and all their information (payments made and costing generated).	
707	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.	
	Reporting Requirements for Compensation and Benefits Management (payroll)	
708	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:	

	✓ Pay slip in softcopy that will be sent to the employee by email in an un-editable format ✓ Bank advice. ✓ Payroll per month ✓ Staff journal. ✓ Additions (benefits, allowances, low interest benefits, bonuses, reimbursement, etc.). ✓ Deductions (loan repayment, HELB, insurance premiums, pensions, mortgage, etc.). ✓ Contributions (pensions, etc.). ✓ Club subscriptions. ✓ Tax returns (P9 forms). ✓ Employee costs. ✓ Employee compensations details report. ✓ Salary related costing details report. ✓ Overtime payment report. ✓ Payroll related costing reports. ✓ Salary on Hold reporting. ✓ Report for pending payments to employees. ✓ Statutory report such as PAYE reporting. ✓ End of service calculations report. ✓ Reimbursement status report ✓ Employee whose contract is below 3 months to termination/renewal ✓ Gratuity paid per employee	
	Awards	
709	The HR system SHOULD have a provision to develop and manage awards /rewards, recognition, and incentive / motivation programs.	
710	The system SHOULD facilitate tracking and recognition of service awards such as gifts, certificates.	
711	The system SHOULD be able to store all the employee related awards history.	
712	The system SHOULD have a provision of reflecting awards related information to an employee's performance.	
	Reporting Requirements for Awards	
713	The ability to generate reports pertaining to awards: ✓ Awards issued per period. ✓ Awards issued per employee. ✓ Incentives provided per period. ✓ Incentives provided per employee. ✓ Listing of awards type.	

	✓ Listing of incentive type. The system SHOULD facilitate reporting of service awards such as gifts, certificates.	
	Employee Self – Service	
714	The system MUST enable the users to maintain their personal data such as name, address, telephone numbers, contacts, qualifications, school and colleges attended, skills attained etc. subject to the supervisor's verification.	
715	The system MUST enable the users to view their pay slips and P9 on-line for all the processed payrolls.	
716	The payment details for employees such as bank name, bank branch, account number etc. MUST be visible to users and they must be able to modify the same. Subject to verification and approval	
717	The system MUST have a facility for the users to upload maintain their beneficiary details and dependents information	
718	The system MUST facilitate the users to maintain their emergency / next of kin contact details. Subject to verification and approval	
719	The system MUST have the leave request functionality, which would enable the users to apply for leave.	
720	The system MUST be able to display the leave balances, leaves taken and eligible leaves for the users.	
721	Allow employees to update their training information.	
	Manager Self – Service	
722	Line managers MUST have an access to search and view information pertaining to their team members.	
723	A supervisor MUST have access to view his/her team members' employment as well as applicant history.	
724	Supervisors MUST have access to view the team members' leave requests and Approve/reject those	
725	Manager MUST be able to view absence history for his/her entire team.	
726	Manager MUST be able to update their Divisional/Departmental calendar of events to the institutional annual calendar	
	Institutional Calendar	
727	The system should incorporate online annual institutional calendar preparation functionality and should be able to cover all Section/Departments programmatic Calendar	
728	The system must possess functionality that allows activity plan preparation at a departmental/Section level prior to merging several departments'/Sections' activity plan into a singular institutional activities plan.	
729	System should be able to maintain and track of activities at departmental/Section and institutional level and be able to provide alerts to the user Departmental Heads and Management 1 month, 2 weeks and 1 week before the actual date of the activity	
730	The system must have a workflow approvals for creating, uploading and updating the Company's annual calendar.	
	Reporting Requirements for Institutional Calendar	
731	Dynamic reports with the provision for a drill-down capability.	
732	Create customized reports (user defined). Users who perform this function will have to be trained on use of the tools	

733	Reports with the following parameters: ✓ Notifications on due date ✓ Notifications on due date ✓ Calendar by due date ✓ Calendar by completed activities ✓ Calendar by pending activities ✓ Calendar by Division/department	
	Loans and Advances	
734	Staff must be able to fill loan application form online through the self-service module for the different types of loans and advances: ✓ Salary advance ✓ Mortgage/ Car Loan	
735	An inbuilt workflow(s) for processing applications of the different types of loans and advances must be present that addresses the unique qualification requirements for each loan/advance. The workflow must address the entire loans application, processing and approval process	
736	The system must capture the loan/advance against the employee's compensation and benefits profile	
737	The system must interface with the payroll component so as to correctly record issued loans, recovered loans/advances.	
738	The system must not allow for issuance of loans/advances that violate the statutory guidance on employee deductions in Kenya	
	Reporting Requirements for Loans and Advances	
739	Production of the various Payroll forms/reports including: ✓ Tax Deduction Card (Benefits / Owner Occupiers Interest / Normal Cases) ✓ Tax Deduction Card (Home Ownership Savings Plan) ✓ Tax Deduction Card (Tax Free Remuneration) ✓ Employers Covering Certificates End of Year Returns ✓ Supporting list to End of Year Certificate ✓ Fringe Benefit Tax Return ✓ PAYE Quarterly Return Form ✓ Credit Slip Pay In Book (sample) (only originals are acceptable)	
	FUNCTIONAL REQUIREMENTS -PAYROLL	
740.	The system should support integration with the HR module so that staff details e.g. Names are captured once	
741.	The system should have the ability to accumulate deductions according to deduction codes	
742.	The system should have the ability to accumulate earnings according to earning codes	
743.	The system should produce all statutory reports required by Kenya's laws and regulations	
744.	The system should support automatic computation of Kenyan statutory deductions and report generation	
745.	The system should maintain data up to statutory period of (7 years) without downgrading the performance of the system	

746.	The system should have the ability to support timed deductions, i.e. provide deductions for a specific period	
747.	The system should allow for unlimited number of loans in the system and support multiple loans per employee	
748.	The system should have the ability export data to office applications i.e. Excel and word	
749.	The system should have the ability to automate payroll entries to the GL	
750.	The system should have the ability to administer involuntary deductions e.g. recovery of advances	
751.	The system should have the ability to automatically calculate employee and employer taxes	
752.	The system should have the ability to make adjustments after payroll run with audit trails	
753.	The system should have the ability to distribute payroll processing throughout payroll period, e.g. processing static data at beginning of period and making adjustments at period end	
754.	The system should have the ability to support Payroll exception reporting	
755.	The system should have the ability to generate a payroll bank payment file for electronic transfer of funds	
756.	The system should have the ability to compute annual leave allowance for each staff	
757.	The system should have the ability to analyze payroll with incremental data and exceptional information analyzed to their effects	
758.	The system should have the ability to process pension deductions through the payroll	
759.	The system should have the ability to specify deductions for a specific period and automatically stop the payment deductions when complete	
760.	Can be integrated with Time attendance devices or PDAs to enable fast data entry of the field muster-roll	
761	Ability to offer functionality to make corrections to a payroll already processed before payroll period closes	
762	Ability to make payments of gratuities as per CBK regulations on the last month of contract	
	Reporting	
763.	The system should have the ability to generate report of changes from previous payroll	
764.	The system should have the ability to produce pay slips and also reprint pay slips from prior periods	
765.	The system should have the ability to report on earnings by gender for different salary bands	
766.	The system should have the ability to maintain audit logs of changes to employee records	
767.	The system should allow Customization of reports for ad hoc reporting	
768.	The system should provide standard payroll reports e.g. all deductions report, net deductions reports, summary of statutory reports	
769.	The system should have the ability to reprint reports for prior periods	
770.	The law requires that after all deductions staff should receive at least 30 % of their gross salary. The system should have the ability to generate exception reports for cases where this is not met	

	BIOMETRIC TIME & ATTENDANCE MANAGEMENT SYSTEM	
771.	**Time Attendance Report;** ✓ Flexible Report Types, pdf, excel ✓ Daily, Weekly, Monthly Reports ✓ Department-wise Summary Reports	
772.	**Database;** ✓ Support Microsoft SQL Server, PostgreSQL, SQLite, MySQL ✓ Support different databases	
773.	**User-Orientated User Interface** ✓ Graphical User interface with ability to display user passport photo ✓ Easy Menu Navigation ✓ Simple to use (acceptable User Centered Design) ✓ Mountable to wall	
774.	**Management Systems;** ✓ Auto Sync to other components human resource module ✓ Wi-Fi connectivity enabled ✓ Support GPS	
775.	**Notifications;** ✓ Auto E-mail delivery of Exception Report to remind involved persons ✓ Calculation of Exception including earliness, lateness and absence ✓ Auto SMS notifications of check-in/check-out status	
776.	**Technical/Device Specification;**	

Specification	**Required**
Fingerprint Capacity	>=2000 without SSR
Registration time	A time of less than 3 seconds is preferred
ID Card Capacity	>=1000
Record Capacity	80,000
Display	>=2.8-inch TFT Screen
Communication	TCP/IP, Wireless, USB Host
Standard Functions	Web-Based Data Management System (WDMS), Web Server, SMS, Automatic Status Switch, Self-Service Query
Power Supply	DC 12V 1.5A
Verification Speed	≤0.5 sec
Operating Temp.	0 °C- 45 °C
Warranty	Minimum two years warranty period
Battery Backup	the battery backup time should be more than 6 hours

	3. PROCUREMENT & INVENTORY MANAGEMENT MODULE	
	Formulation of Procurement Plan	
777.	Ability to create annual procurement plan	
778.	The system to allow work flow process for preparation and approval of the procurement plan based on various initiators/processors and approvers.	
779	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.	
780.	Ability to allow end users to create a procurement requisition based on the procurement plan.	
781.	Automatic confirmation of procurement plans against departmental/divisional budget codes	
782.	Consolidation of procurement plans of various department/division into a single procurement plan and vice versa	
783.	Ability to create, print and view of divisional, departmental and the consolidated procurement plan	
784.	Enable the attachment of documentation to procurement plans submitted by departments and avail the same during consolidated viewing	
785.	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	
786.	Ability to track requisitions against the procurement plan at divisional, departmental and organization-wide level	
787.	Ability to follow different requisition approval processes depending on the value of goods	
788.	The system should be able to allow procurement personnel to group procurement plan requests into categories	
789.	The system should be able to set alerts with respect to initiation of procurement plans preparation	
790.	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.	
791.	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.	

	Formulation of Procurement Plan – Reporting	
792.	Ability to track and report on purchasing trends against the procurement plan	
793.	Procurement Plan implementation report based on a defined criteria e.g. per period, division, department etc.	
	Registration/Prequalification of Suppliers	
794.	The system must support the registration and prequalification of suppliers	
795.	The system must support an on-line supplier portal that shall allow interaction between suppliers and WSPs.	
796.	The suppliers should be able to: ✓ Track on-line the status of their procurement documents (e.g. Order, invoice, etc.). ✓ Maintain supplier information (e.g. Contacts, Directors, bank details, etc.) Register as a supplier and submit bids and seek clarifications pertaining to open bids.	
797.	Embed a workflow for the supplier registration and prequalification process and capture approvals and comments associated with this process	
798.	Should be able to capture the following supplier details and maintain a central repository (supplier master database): ✓ Supplier number (auto-generated) ✓ Supplier type ✓ Category of service ✓ Items / services supplied ✓ Supplier's name ✓ Multiple supplier addresses ✓ Office address ✓ Physical location ✓ Nature of business ✓ Telephone ✓ E-mail address ✓ Trade license number ✓ Certificate of incorporation/registration ✓ Registration no. & date ✓ Tax compliance certificate number ✓ Tax compliance certificate expiry date ✓ VAT Certificate Number ✓ VAT number ✓ PIN Certificate ✓ PIN number ✓ Details of directors (name, nationality, shares) ✓ Share capital ✓ Name of bankers ✓ NSSF Compliance Certificate ✓ NHIF Compliance Certificate ✓ Certificate of Good Conduct	

	✓ Access to Government Procurement Opportunities (AGPO) Certificate ✓ Maximum value of business which can be handled by your firm at any given time ✓ Bank details ✓ Supplier status (Inactive/active) ✓ Comments on the supplier ✓ Ownership/directorship of the company	
799.	The system must allow users in the procurement division to update the status of a successfully registered or prequalified supplier to various status e.g. active to inactive and vice versa.	
800.	Allow sharing of supplier data in the central repository.	
801.	Detection of duplicate suppliers based on unique multiple supplier identification number such as PIN, Internal WSPs reference numbers, etc.	
802.	For suppliers with more than one location, the system should be able to capture all the alternate locations of the supplier under one profile (belonging to the supplier).	
803.	Enable the attachment of documents to supplier prequalification tasks e.g. tender advertised, supplier responsiveness, filled business questionnaire, prequalification document, etc.	
804.	The system MUST be able to block the suppliers who have been debarred	
805.	The system MUST be able to unblock the supplier by appropriate authority	
806	The system MUST be able to record complaints about the supplier.	
807.	The system MUST maintain a list that shows the items supplied by different suppliers.	
809.	The application MUST facilitate assignment of different items/ products to a supplier upon prequalification/registration.	
810.	The application MUST facilitate assignment of different items/products to a supplier upon prequalification/registration.	
	Registration/Prequalification of Suppliers – Reports	
811.	The system should maintain Purchases Year to Date (YTD) in number and currency per supplier	
812.	The system MUST support LSO/LPO reporting of supplier performance analysis in a given period e.g. quality defects, delivery performance, cost/price amongst others.	
813.	The system MUST support LSO/LPO reporting of supplier performance in a given period e.g. Price, quality, delivery, rejected items in number and currency amongst others.	
814.	The system MUST support LSO/LPO generation of a report on	

	shortlisted suppliers	
815.	The system MUST support LSO/LPO generation of a report on status of supplier prequalification process.	
816.	The system MUST support LSO/LPO generation of a report history of bidders who have been given work many times (to promote fairness). The report should have the following details: ✓ Name of supplier ✓ Date of award ✓ Nature of work ✓ Value of work ✓ Date of prequalification/registration	
817.	The system MUST support generation of reports for supplier company Ownership	
818.	The system MUST support generation of historical information on purchase order/contract cancelled by Company, if any	
	Tendering and Requests for Quotations	
819.	The system must be able to capture the following tender details. At a minimum, these details are: ✓ Tender number ✓ Name / description of service, goods or works ✓ Tender submission format e.g. combined technical and financial proposal ✓ Location of the bid document e.g. on website or obtained from procurement office ✓ Tender submission location ✓ Deadline for tender submission ✓ Date of tender opening ✓ Bid Bond/ Bid Declaration Certificate ✓ Purchasing fee for tender documents & mode of submission (banker's cheque, cash, insurance bond, etc.) ✓ System generated evaluation criteria ✓ Ability of online evaluation and scoring ✓ System supported evaluation START of Tender closure and end Date after 30 days from closure ✓ Tender evaluation results (both technical and financial results) ✓ Currency of the quotations ✓ Tender Validity period ✓ Tender document (specifications, terms & conditions, etc.) ✓ Status (Evaluation, under negotiation, awarded, advertised, etc.) ✓ Value of tender/quotation ✓ Name of bidder ✓ Number of tenders issued ✓ Responder details: Name of responders, value, technical and financial scores, etc. ✓ System should be able to capture the tender opening proceedings and registration of attendees. ✓ Location of the suppliers ✓ Performance bond value ✓ Expected date of start and completion	

	✓ Source of funds/budget availability for the tender ✓ User department ✓ Date of contract signing ✓ Name of persons signing the contract/signatories ✓ Date of advertisement ✓ System generated evaluation report ✓ System generated professional opinion ✓ Date of tender award ✓ Method of tender procurement (direct procurement, open tender, restricted, etc.) ✓ Reasons for using the method of procurement ✓ Persons who approved the tender ✓ Tender termination details/ reasons for Termination	
820.	The system should support the generation of tender number for the different types of tenders	
821.	The system must be able to print out the tender details above for purposes of advertisement and reporting	
822.	The system should have the functionality to manage procurements through Open Tendering process	
823.	The system should have the functionality to manage procurements through Request for Proposals process	
824.	The system should have the functionality to manage procurements through Two-Stage Tendering process	
825.	For all the above tendering processes, based on the Procurement Plan, it should then provide alerts (to user and procurement unit) within a pre-defined advance period to initiate tender requests.	
826.	The value based on which the system determines whether an RFQ or a tender is needed should be configurable as per the procurement method.	
827.	The system should support the RFQ process by providing a workflow that allows procurement Division to: ✓ Receive purchase requisitions from the user department/division ✓ Convert the purchase requisition into an RFQ if it is less than a specified amount ✓ Allow prequalified suppliers to be selected. ✓ Automatically send the RFQ to the selected suppliers via email or allow for printing ✓ Convert an RFQ to the procurement division's purchase Requisition ✓ Convert the procurement division's purchase requisition to an LPO/LSO upon approval ✓ Email the approved LPO/LSO to a supplier.	
828.	The workflow must be able to clearly capture all approval stages that have taken place	
829.	Provide functionality for evaluating and ranking supplier responses to an RFQ so as to determine the lowest quoting vendor	

830.	For each RFQ sent, the system should be able to capture the following details: ✓ RFQ reference number ✓ Description of service ✓ Names of suppliers to whom the RFQ was sent ✓ Names of responders ✓ Prices quoted ✓ Results of evaluation ✓ User department comments	
831.	Ability to keep track of the tender evaluation process and stages and time frames through the process including: ✓ Tender opening: ✓ Technical evaluation ✓ Financial evaluation ✓ Management of tender opening/evaluation committees ✓ Supplier notification	
832.	The tender opening/evaluation committee's access rights are only valid for 30 days. System to provide alerts and reminders to the committee members	
833.	Ability to track timelines for each stage of the procurement process	
834.	Ability to maintain documents associated with the tender process such as: ✓ Minutes of opening of tenders ✓ Evaluation reports ✓ Contracts ✓ LPO/LSOs	
835.	Ability to create a "single "contract number per physical contract that can be utilized across all operations of the ERP, and other WSPS systems.	
836.	Create standardized contracts quickly and easily by utilizing standard menus, lists and auto-fills for LPO/LSO population of contract data.	
837.	Ability to create contracts using standard terms and Clauses.	
838.	The system support LSO/LPOs required fields to avoid missing information	
839.	The system differentiates between prospective and existing vendors.	
840.	Allow special item products to be defined as needed	
841.	The system should have the ability for contract specialists to document the products covered by the contract. This should include general and specific product information.	
842.	Build mechanisms for pricing and service-level agreement flexibility into the contract.	
843.	Support for document management to maintain a tender library of templates and sample documents for the various elements of a tender including tender terms and conditions, draft contract	

	terms and conditions, specifications and related documents	
844.	Ability to track timelines associated with each stage in the contract process and flag where these are exceeded	
845.	Ability to track status of bid bonds. Bid bonds for unsuccessful bidders should be returned when sending regret letters.	
	Tendering and Requests for Quotations – Reporting	
846.	The system MUST be able to generate reports on tenders in the pipeline and their status	
847.	The system MUST be able to generate reports on status of the tendering process e.g. contract being drawn, awarded, evaluating, advertised as per specified periods. Alerts should be created to remind users.	
848.	The system MUST be able to generate reports on a list of tenders whose submission dates were extended.	
849.	The system MUST be able to generate reports on a list of RFQ sorted by different criteria e.g. RFQ number, supplier, material group, material/product etc.	
850.	The system MUST be able to generate reports on a price comparison list for RFQs.	
851.	The system MUST be able to generate reports on a summary of tender awards by procurement method, value, reserved tenders etc.	
852.	The system should generate reports on the responsiveness in a particular period e.g. How many responsive tenders in a particular period.	
853.	The system should generate monthly contract status alerts to user divisions.	
854.	The system should generate a list of tenders that have been terminated.	
	Purchase requisition and Purchase Order Management	
855.	Embed a workflow for the purchase requisition process and capture approvals, comments and documentation associated with this process/task.	
856.	The system should allow for requisition approvals based on the set thresholds for the different approvers in the work flow process.	
857.	Avail online a purchase requisition form for internal users for raising purchase requisitions to the procurement division. The purchase requisition form should capture the following details: ✓ Department and Division raising the request ✓ Requisition date ✓ Description of the item requested ✓ Quantity of items ✓ Reasons for purchase	

	✓ Technical specifications (e.g. ToR, engineering specifications, etc.) ✓ Budget code ✓ Budget Officer to confirm availability of funds at the time of making the requisition ✓ Name of requestor ✓ User divisional/departmental/Director approval ✓ Date of approval	
858.	Once the purchase requisition is submitted to procurement, the procurement division should be able to input extra data that will enable the requisition to be converted to a Purchase Requisitioning Order: ✓ Name of suggested supplier ✓ Address of suggested supplier ✓ Quantity & unit of measure ✓ Description/quality of goods ✓ Costs ✓ Name of alternative supplier ✓ Address of alternative supplier ✓ Delivery address ✓ Delivery date of goods ✓ Deadline of submission of the quotation/tender ✓ Discount (percentages, amount) ✓ VAT ✓ Tender/quotation number ✓ Opening Date ✓ System generated price comparison ✓ System generated comments/opinion for recommendation for award	
859.	The system should have a workflow that allows the following to be carried out when raising a purchase requisition: ✓ Enables verification of the requisition against departmental budget so as to confirm the availability of funds ✓ Capturing approval/rejection of the requisition by the user departments/Divisional head ✓ Verification by Budget Officer that the budget code has been allocated correctly ✓ Computation of divisional budget balance following the final approval of the purchase requisition	
860.	The workflow for raising a purchase requisition must be set up such that approval of the budget code associated with a purchase requisition is subjected to the approved procurement plan and the available budget	
861.	The system should be able to perform funds reservation for budgeted Items	
862.	For purchase requisitions that have been rejected, the system must be able to release the commitment of funds	
863.	The system must automate the raising of purchase requisition for	

	stocked and non-stocked goods, and services from short listed suppliers	
864.	The system MUST capture the following details for Purchase order header ✓ LPO/LSO Number ✓ LPO/LSO description ✓ LPO/LSO type (maintenance & repair, one time purchase, and service contract) ✓ Requestor ID ✓ Supplier physical address ✓ Suppliers' contact person/directors ✓ Expected delivery date ✓ Comments ✓ Delivery address ✓ Terms ✓ Payment term ✓ Full /Partial Delivery ✓ P.O date ✓ Warranty ✓ Total value of the LPO/LSO/Contract ✓ Quantity ✓ And any other necessary details for a LPO/LSO ✓ Local Agent ✓ Audit Trail of the Creator, Approver and Modifier of the LPO/ LSO	
865.	The system SHOULD be able to print the LPO/LSO information with company logo only once as an original copy. The re-print option SHOULD indicate duplicate copy.	
866.	The system must have a workflow for generation / raising of local purchase orders following approval of purchase requisition	
867.	Ability to record purchase order acknowledgement from vendor when LPO/LSO is sent by email.	
868.	The system should be able to generate Purchase Orders (LPO/LSO) through a workflow.	
869.	System should automatically generate an alert if acknowledgement is not received within a specified time from LPO/LSO issue date	
870.	All LPO/LSOs generated should include terms and conditions; the system should allow for the definition and maintenance of the terms and conditions.	
871.	The system shall allow an authorized user to update delivery or payment method for a purchase order	
872.	Ability to consolidate related procurements	
873.	The system shall notify the user about any changes made to the order.	
874.	Confirmation of item stock levels prior to raising a purchase requisition	

875.	The system should have a workflow for processing Purchase Requisitions where: ✓ The supplier and prices have been identified (Prequalified) ✓ The system must be able to capture all approvals related to the purchase requisitions. These include: ✓ Electronic signoff/approvals at the user department level (name, department, Division, date of approval) ✓ Approval references such as referencing to tender, deliberation minutes/reports etc. ✓ All approvals on the system must be clearly captured.	
876.	The system should have provision for raising purchase requisition for recurring services automatically	
877.	The system should have provision for raising purchase requisition for recurring services that do not issue an invoice such as invoices from utility companies, etc.	
878.	The system should be able to provide for supplementary Purchase Orders and Purchase Requisitions	
879.	System should be able to support LSO/LPO procurement of different services i.e. fixed rate contract service/fixed rate temporary labor/rate based temporary labor	
880.	Manage the entry of Service Entry Sheets i.e. the acknowledgement of the services received against an LPO/LSO or Contract	
881.	System should be able to show International commercial terms and display clearly the terms with selection options for Countries and their city (s). the final output on LPO/LSO should be e.g. Free On Board(FOB)	
882.	Ability of the system to input and analyze price trending per item and units of Services (Market Survey)	
883.	Ability of the system to track the total cost of Ownership for projects. The system to provide traceability of all cost relating to initial acquisition, installation, maintenance/support LSO/LPO as well as disposal /residual value especially for projects.	
884.	The system should be able to generate an acceptance certificate provide flex fields for end user acceptance of goods and comments for both the WSPS internal processes and the supplier.	
885.	Ability of system to generate material requests based on the set up min-max levels.	
886.	Ability to have the material requests generated go through an approval process and a purchase order or requisition created from them.	
887.	Ability of the system to allow for multiple line description per LPO/LSO	
888.	Processes multi-item type LPO/LSOs	
889.	The system should be able to process LPO/LSOs with multiple delivery Locations	

890.	The system Checks for duplicate Purchase order numbers	
891.	Purchase order/requisition numbers to be system assigned	
892.	System should allow reprint of LPO/LSO with 'copy, amendment no., reprint' marked on the print out	
893.	Ability to enter project details while creating purchase order and interface the details to budget module	
894.	Ability to print purchase order terms and conditions	
895.	Ability to allow authorized users to track status of approval their purchase requisitions and related purchase orders	
896.	Ability to restrict information that end users should view in the procurement process	
897.	Ability to enforce requirement for a contract based on the nature of items/service or value	
	Purchase requisition and Purchase Order Management-Reporting	
898.	The system MUST Provide a report of all requisitions for a specific Period.	
899.	The system MUST provide a report of all pending requisitions as at a certain date showing how long they have been pending	
900.	The system MUST generate reports on Frequency and volumes purchased and seasonal trending of items	
901.	The system MUST generate reports on a list of open purchase orders	
902.	The system MUST generate multi-dimensional reports on open purchase order e.g. By cost center etc.	
903.	The system MUST generate reports on overdue supplies, which can be used to follow-up with suppliers for the material to be supplied.	
904.	The system MUST generate reports on Purchase order commitment for the specified period.	
905.	The system MUST generate reports on Purchase order detail showing the details of all type of purchase orders specified by the user. It MUST display the quantity received against the purchase order.	
	Goods/Services Receipts and Inspections	
906.	The system allows for the receipt of goods, services, works, repaired items, inter- stores transfers, etc.	
907.	The system automates generation of Goods Received Note (GRN) that must be associated / matched with an open Purchase Order(s).	

908.	The system allows for full or partial receipts against a purchase order or contract	
909.	The system must allow for the inspection of goods/services/works	
910.	The system must allow for ad hoc set up of the Inspection and Acceptance Committee	
911.	The system must be able to capture the Inspection and Acceptance Committee reports after a workflow approval process	
912.	The system must be able to address situations where the goods have been received but needs to be returned to the supplier.	
913	The system should be able to provide alerts to key stakeholders on attainment of certain GRN status	
914.	System should allow invoicing only for an approved GRN or for consolidated GRNs	
915.	The system SHOULD have the ability to support one-time vendors	
916.	The system SHOULD have the ability to maintain approved supplier catalogue/lists for inventory items	
	Goods/Services Receipts and Inspections – Reporting	
917.	The system should have the ability to generate reports on pending Purchase Requisition /LPO/LSO by supplier, by item and by department.	
	E-Procurement Portal	
918.	The system should allow for Supplier Registration and Pre-Qualification online, and upload of documentation on the e-procurement portal.	
919.	Suppliers should be able to download all quotation/tender documents online	
920.	Ability to receive tenders/quotations electronically from suppliers	
921.	Ability to open tenders or through quotations electronically authorized committee	
922.	Ability to send email alerts on tender opening dates	
923.	Tender opening minutes and a summary of the details of the tender opening to be input onto the system.	
924.	Ability to capture both the preliminary, technical and financial evaluation criteria of all tenders (to be done at tender publishing stage).	
925.	The system should give alerts on evaluation due date that is within 30 days from tender opening.	
926.	The system should allow for data import and export data from /to Excel.	
927.	On successful identification of a responsive bidder by the EC and submission of the final evaluation report, the procurement team should be able to generate notification of intent to award	

	letters, regrets letters, award letters and cancellation letters where applicable.	
928.	Ability to record date and time of receipt of supplier quotations or registration/tender documents	
929.	Ability to Analyze Quotations	
930.	Specifications issued during purchase requisition should be available during evaluations and inspections	
931.	System should electronically store the minutes to each purchase request. In particular, the Evaluation committee reports should be linked to the purchase requisition.	
932.	No amendments to confirmed minutes should be allowed by the system	
933.	System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bids 'details.	
934.	The system should be able to capture the technical evaluation criteria including mandatory criteria	
935.	All documentation generated through the entire procurement cycle should be pushed to EDMS for easy tracking. (The vendor to provide API for integrating the procurement module with the EDMS system)	
	Supply Chain Management	
936.	Should fully integrate with the general ledger (Finance Module)	
937.	Ability to interface with and support E-Procurement (e-tendering, e-quotations amongst others) through an Extranet	
938.	Ability to scan and attach documents	
939.	Workflow- The processes should all go through an online workflow process where there should be online approval of each process in the system and electronic approver signatures appended in the printouts automatically. All these processes are inter-linked and have a flow where there should be a connection between documents such as the Requisition, Quotation, LPO, Invoice and GRN.	
940.	Ability to define a procurement plan that is linked to a detailed budget	
941.	Support for reallocation of funds. This should have the necessary approving offices and levels defined.	
942.	Capture vendor and sub-vendor details	
943.	Tracking of start and end dates of contracts in addition to milestone dates, contract signing dates and other relevant dates	
944.	Capture details on contract types and budget	
945.	Allow for automatic and manual creation of contracts	
946.	Enable fast creation of contracts by use of templates, auto fill anddrop- down menus among others.	
947.	System should support the update of contracts with necessary	

	details.	
948.	Ability to manage all active contracts, provide alerts and management reports. All the signed contracts should be uploaded on to the system and should be easily searched and viewed by allowed users (including during payment approvals).	
949	Build mechanisms for pricing and service-level agreement flexibilityinto the contract.	
950.	Assign privileges for write, modify or read-only to different categories of users.	
951.	Ability to display the contract status	
952.	System to keep a copy of all the different versions of a contract once it has been setup	
953.	There should be a record of the necessitating reason for change between each version of a contract	
954.	Automatic generation and communication of alerts to parties to acontract to pre –determined trigger points such as renewals through emails, dashboard messages among others.	
955.	A full log of changes to any part of the contract such as who, when (day and time), from where (was it remote or within LAN) among others.	
956.	System should keep necessary supplier information such as: ✓ Name ✓ Supplier code ✓ Business Location ✓ PIN registration ✓ Suppler VAT No. ✓ Supplier Type (service, goods or works) ✓ Contact persons ✓ Email address ✓ P.O Box Number ✓ Default payment currency ✓ Default bank account (EFT details) ✓ Lead Time ✓ Pricing ✓ Payment Methods ✓ Payment Terms ✓ Discount Terms	
957.	Should enable supplier information to be accessed by different user categories with respective privileges	
958.	Multiple classification schemes for suppliers such as by producttype, national/ international, AGPO/standard among others.	
959.	Ability to tie Items to supplier during reporting/ enquiring	
960.	Ability to blacklist suppliers based on a predefined criterion of performance	
961	Allow end users to anonymously evaluate supplier performance manage suppliers, provide alerts for supplier who have not been rated, send letters of the results of the rating to suppliers via emails and give quarterly reports	
962.	Ability to analyse suppliers on parameters such as late deliveries per year, number of LPO that have been awarded to supplier groups such as AGPO amongst others	
963.	Create store/purchase requisitions for stocked items, non-stocked	

	items and fixed assets	
964.	Generation of purchase orders should be linked to the contractmanagement.	
965.	Goods/services inspection form to be filled through the system by the IAC team/project team and a report generated. The system should generate GRNs	
966.	All user requisitions creation should be online	
967.	Online approvals for requisitions	
968	System should not allow for requisition of items without a budget	
969.	Purchase requisition should provide details such as: Item number ✓ Unit of Measure ✓ Item description ✓ Expected date ✓ Unit/division requisition ✓ Estimated cost ✓ Source of budget (as dropdown from an already approvedbudget. ✓ Date requisition is made ✓ Delivery location ✓ Notes for approver	
970.	Ability to purchase an item using funds checking from both capitaland recurrent budget partially	
971.	Once the requisition has been approved with method of purchase indicated, then where necessary, it should be possible to start nextprocess; e.g RFQ/ TENDER etc, to be generated by thesystem automatically	
972.	Ability to enquire on number of RFQ/ TENDER DOCUMENTs issued to a supplier within a certain period and how many of the bids the supplier won	
973.	Ability to create Purchase Requisition for local purchases	
974.	At every stage the system should give procurement department alerts on due dates.	
975.	The system should provide a linked timeline of all the activities related to a particular purchase request from the time the user raises the requisition to the point the supplier gets paymentwhere there are any deviations from the happy path, the system should keep a record of this.	
976.	Before payments are done by the Finance department, the head of department that requested the goods/services, the IAC (Inspection & Acceptance Committee) and the procurement department must approve the payment,(by confirming goods/services delivered are as per the request/order). On payments, the procurement team should be able to pick all documents required for payments such purchase orders, contracts, invoices, delivery notes, inspection reports and completion certificates scanned on EDMS.	

977.	Inspection and Acceptance information ✓ User department ✓ Name of user department representative ✓ Signature (approval or rejection) of acceptance by user ✓ Acceptance committee chairman Name ✓ Signature (approval or rejection) of chairman of acceptancecommittee ✓ Stores representative name ✓ Signature (approval or rejection) of Stores representative ✓ Notes on rejection or acceptance ✓ Dates	
978.	Ability to capture invoices from suppliers (with a mandatory field to upload the invoice). Once the invoice and ETR is captured, the head of procurement then approves with comments	
979.	The system should automatically update the inventory once the inspection committee has recorded successful delivery of items	
980.	Create item cards and assign multiple stock-keeping units (SKUs),units of measure, serial numbers, lot numbers, physical attributes, expiry dates, and other variables.	
981.	Create multiple inventory locations and bins.	
982.	Ability to assign items and stock keeping units to locations/bins based on product storage requirements, special handling requirements and other criteria	
983.	Make manual adjustmentsto inventory quantities, transfer inventory from one location to another.	
984.	Count and record the number of items physically present in inventory, including full support for cycle counts.	
985.	Monitor inventory management performance with KPIs, standardreports, and adhoc reports.	
986.	Support the setup of re-order /replenishment levels	
988.	Automatically send out alerts to stores personnel, user departments, and other relevant personnel when re-order /replenishment levels are about to be reached. This should factor in functional lead times	
989.	Managing the issuance of stocks from user requisitions (internal) to collection	
990.	Support transfer of items from one location to another (e.g HQ to Ihwagi Water Treatment Plant etc)	
991	Quickly determine actual and projected item availability, overstock situations, replenishment requirements among others	
992.	Ability to define costing methods for inventory	
993.	Ability to monitor stock aging based on manufacturers recommended date of usage, rate of uptake of items from store and date of items manufacture.	
994.	The system allows the stores department to close the Inventoryperiod to ensure no further posting to the Inventory after the stock take process.	
995.	Automation of Goods Return Process from when a defect is detected on the goods upon delivery until the rejected goods are returned to the supplier.	

996.	Manage disposal evaluation process the same as open tendering method with ability to generate various forms such as collection ofitems, half year reports on obsolete items.	
997.	Manage the process of disposal of items capturing all details such as the technical evaluation reports, disposal committee deliberations, recommendations, invitations for bidders, evaluations of bids, awards, actual collection of items by buyers.	
998.	Ability to manage of outsourced services	
999.	Ability to link with the Asset management.	
1000.	Ability to ensure all assets are properly allocated, well maintained,tagged/tracked and properly disposed.	
1001.	Ability to support different disposal methods based on the board of survey reports and asset management recommendation such as transfers to other organizations, sale by public action, trade-ins, dumping, destruction, sale by open tender amongst others.	
1002.	Ability to generate all procurement and stores reports on monthly, quarterly and semi-annually basis, or as and when required. All reports should be imported and exported to/from Excel.	
1003.	Statutory reporting- interface with other systems to facilitate statutory reporting	
1004.	System to provide a portal for bidders and support access toprocurement through the system	
	INVENTORY MANAGEMENT (The requirements are similar to and must be linked to the finance module)	
	Stores Requisition for Stationeries/consumables Requirement	
1005.	The system should have a functionality that allows the stores officer/user to make a request to the procurement officer for office consumables.	
1006.	The system should have an interface with inventory management module	
1007.	The system should allow the stores officer/user to select consumables they require before submission of the request for consideration by the approvers.	
1008.	The system should not allow the stores officer/user to submit the requisition to the procurement officer without the approval of the HOD/SH	
1009.	The system should notify the stores officer/user and the procurement officer once the requisition has been approved by the HOD/SH	
1010.	The system should notify the stores officer on the item requested is out of stock	
1011.	The system should notify the user once the consumables are ready for collection.	
1012.	The system should have a repository of the items requested by the users which were out of stock and notifies the user once the items have been procured. It should allow the user to resubmit the previous requisition to the procurement officer without making a new requisition.	
1013.	The system should track the time taken from the submission of the request to the collection of the consumables.	
	Stores Management Requirement	

1014.	The system MUST allow the definition and maintenance of alpha numeric character codes for items	
1015.	The system should have templates with predefined set of item attributes	
1016.	The system MUST capture the following important information for each Item: ✓ Item Number/code (i.e. barcode) ✓ Item description(brief information) ✓ Unit price ✓ Minimum stock quantity, maximum stock quantity ✓ Safety stock level, re-order stock quantity ✓ Last stock date, last stock quantity ✓ Cycle count code ✓ Physical attributes such as weight, volume, length etc. ✓ Lot number, serial number, bar code number ✓ Supplier information, country of origin ✓ Expiry date, purchase date ,etc	
1017.	The system MUST allow the definition of the following inventory types inside the application e.g., Consumables, Assets etc.	
1018.	The system MUST have an ability to define new Item categories and Catalogues based on their characteristics	
1019.	The system MUST allow the assignment of Inventory items to one of the categories and catalogues defined	
1020.	The system allows collecting of item information using barcodes or QR codes during receiving and issuing of items.	
1021.	The system allows for the issuance of goods and assets and collecting of the data using barcodes/QR Codes, inter stores transfers, etc.	
1022.	The system should allow approval of issuance of all stores or assets through the requisition form approved HOD/SH or a delegated officer	
1023.	The system automates generation of Goods Issue Note that must be associated / matched with a stores requisition note.	
1024.	The system allows for full or partial issues/receipts against a stores requisition note or contract	
1025.	System should allow for creation and maintenance of approved items price lists	
1026.	System should allow for creation and maintenance of supplier items catalogues	
1027.	System should allow for creation of an internal Catalogue for all items /Services	
1028.	The system allows for the delivery of goods to a specific store	
1029.	The system must allow for the generation of: ✓ stores issue notes ✓ stores receipt notes ✓ goods in transit notes ✓ proof of delivery notes	
1030.	The system has the functionality that allows different movements of stock items from one store location to another	
1031.	The system has the functionality to close a store for stock take Purposes	
1032.	The system has the functionality to open a store after a stock take	
1033.	The system has the ability to create a new storage location including:	

	✓ A new store ✓ A new stock room ✓ A new bin location	
1034.	The system has the ability to retire an existing storage location including: ✓ A store ✓ A stock room ✓ A bin location	
	Inventory Item – reporting	
1035.	The system can generate, per storage location, the store movement reports including: ✓ Current stocks (Value and Quantity reports, reorder level, balance to reorder level, etc.) ✓ Receipts per a selected period (Value and Quantity LPO/LSO reports) ✓ Issues per a selected period (Value and Quantity reports) ✓ Transfers ((Value and Quantity reports)) ✓ Damaged stocks (Value and Quantity reports) ✓ Expired stocks (Value and Quantity reports)	
1036.	Stock Analysis Report: this report gives information classifying all the items available based on their importance and value. ✓ Item categories Report ✓ Stock issues ✓ Per user Per department/Division	
	Inventory maintenance	
1037	Embed a workflow for the receipt/rejection of inventory (including related procurement and stores movements) and capture approvals, comments and documentation associated with this process/task and updating of the inventory data.	
1038.	Automatic updating of inventory levels and balances after issuance/reception of inventory (stocked items and services)	
1039.	Valuation of stock: The following options must be available for calculating the unit cost of goods in the store: ✓ Last In First Out (LIFO) ✓ First in First Out (FIFO) ✓ Simple average ✓ Weighted average	
1040.	The following details should be captured for updating the stock levels: ✓ Item / part number ✓ Item name ✓ Inventory type/category ✓ Item description ✓ Stock date ✓ Comments ✓ Goods Receipt Note (GRN) number ✓ Delivery note number ✓ Quantity in ✓ Cost of items ✓ Quantity out ✓ Expiry date ✓ Supplier number (referenced to the supplier master data in the procurement module) Supplier name (referenced to the supplier master data in the	

	procurement module)	
1041.	Allow the receiving of inventory both at once and partially	
1042.	Should maintain a central access-controlled items master database	
1043.	The system must give alerts and notifications when stocks are at the re-order level and on expiry dates	
1045.	Embed a workflow for the disposal of items (fixed assets and store items) and capture approvals, comments and documentation associated with this process/task and updating of the information in the fixed asset register or inventory.	
1046.	Support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.	
1047.	Automatic generation of disposal codes	
	Inventory maintenance – Reporting	
1048.	The system must have provision for extracting any or all of the information above as a report.	
	Stock takes	
1049.	The system should be able to generate a Stock take count list	
1050.	Allow the manual stock verification stock counts capture by the system, reconcile the physical count against the system count and produce a variance report	
1051.	The system should allow for the different actions to be carried out to address the identified variances (e.g. adjustments of the system values, or capture of missing store movements, etc)	
1052.	The system should allow for approval of the stock take through a workflow process	
1053.	The system should allow for the following types of stock takes: ✓ Annual stock take ✓ Periodic stock takes ✓ Ad hoc stock takes Select (e.g. Fast moving items, etc.) stock takes	
1054.	The system should have the ability to stop, complete, approve/cancel, and/or suspend the movement freeze the stock movements during the period of stock take.	
1055.	The system should allow for scheduled stock takes alerts	
1056.	The system should have the ability to set up an ad hoc Stock take and Physical Verification Committee	
1057.	The system should have the ability to set up access rights to the ad hoc Stock take and Physical Verification Committee for only the duration of the stock take	
1058.	The system should have the ability to carry out the stock take for different stock rooms or stores	
1059.	The system should have the ability to generate all standard reports with respect to stock takes	
1060.	The system should allow for capture of stock take notes/observations to accompany the physical counts	
	Stores Ledger	

1061.	The system must interface with the financial system / accounting module chart of accounts so as to allocate the costs stores issued to the relevant cost/profit centres.	
	Additional Reporting Requirements	
1062.	In addition to providing a flexible reporting mechanism, the system must be readily able to generate the following reports must be readily able to generate the following reports: ✓Value of store with options for calculating the value of the Store ✓With items flagged for disposal Minus items flagged for disposal	
1063.	The officer in charge of the procurement function should have access to a screen that provides him/her with an update on the status of all workflows in his/her department. The objective of this is to allow the officer in charge of the procurement function to have an overview of the status of all requests and activities of his department.	
	Purchase Requisition for Assets, Services and Works	
1064.	The system should have a functionality that allows the user to request for Assets, Services and Works from the relevant Divisions.	
1065.	The system should have an interface with inventory management module	
1066.	The system should allow the user to select all assets they require before submission of the request for consideration by the approvers.	
1067.	The system should not allow the user to submit the requisition to the procurement officer without the approval of the HOD/SH	
1068.	The system should notify the user and the procurement officer once the requisition has been approved by the HOD/SH	
1069.	The system should notify the user whether the item is in stock before requisitioning	
1070.	The system should not allow the procurement officer to issue the asset procured without approval of Head of Department.	
1071.	The system should notify the user once the asset(s) are ready for collection from the central stores.	
1072.	The system should have an interface with Activity Requisition Module.	
1073.	The system should allow the user to make a "Procurement Activity requisition" through the "Activity Requisition Module" once the items requested is out of stock	
1074.	The system should have a repository of the items requested by the users which were out of stock and notifies the user once the items have been procured. It should allow the user to resubmit the previous requisition to the procurement officer without making a new requisition.	
1075.	The system should track the time taken from the submission of the request to the collection of the consumables.	
1076.	The system should have a functionality that allows the user to indicate the reason why they are requesting for an asset (e.g. New staff, lost, replacement, etc.). It should not allow the staff to be issued with more than one same asset.	
1077.	Where the asset is lost, the system should allow the staff to make request subject to approval from Top Management after due processes have been followed including insurance.	
	Asset Management	

1078.	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	
1079.	The system should provide a notification to Asset Manager oncean item marked as assets is received.	
1080.	Ability to generate asset tag based on asset class & predefinedsequence numbering to help in the process of physical verification. This should happen at the central stores	
1081	Ability to allocate each asset to one or more insurance policies	
1082.	Provide alerts for payment of insurance premium before the expiry date	
1083.	Ability to trigger off alerts as reminders for maintenance of assets	
1084.	Ability to register and track warranty information	
1085.	Ability to associate a fixed asset with a regional office and calculatedepreciation expense accordingly	
1086.	The system provides the ability to store manufacturing information	
1087.	The system provides the ability to store supplier information.	
1088.	The system provides the ability to track to what system a piece ofsystem belongs	
1089.	The system provides the ability to track the asset purchased, installed dates, removed dates, original costs, life-to-date repair costs, current replacement costs.	
1090.	The system should have the functionality to request for and get approval of an asset movement/transfer from one location to another	
1091.	The system should have the functionality to monitor the asset movements.	
1092.	The system must be able to maintain an Asset Maintenance budget and total life cycle of the assets	
1093.	The system should have the functionality to manage Preventive maintenance. It should have the ability to: ✓ Define PM (preventative maintenance) parameters per asset ✓ Define PM inspection schedules per asset ✓ Capture PM inspection feedback reports per asset ✓ Capture PM actions carried ✓ Update PM next inspection date ✓ Capture the team (internal or outsourced) scheduled tocarry out the PM ✓ Track all stock items issued towards the asset maintenancework order ✓ Track all outsourced service orders issued towards the assetmaintenance	
1094.	The system should generate the following reports: ✓ Assets beyond their useful life ✓ Assets that have been maintained over a select period ✓ Assets with maintenance costs over a select threshold ✓ Assets with +/- maintenance budget balances	
1095.	Ability of creating annual disposal plans	

1096.	The system should have the functionality to manage different types of asset disposals	
1097.	The system should have the functionality to manage asset disposals through Sale by Public Tender process	
1098.	The system should have the functionality to manage asset disposals through Sale by Public Auction process	
1099.	The system should have the functionality to manage asset disposals through Donation process	
1100.	The system should have the functionality to manage asset disposals through Trade-In process	
1101.	The system should have the functionality to manage asset disposalsthrough Waste/Destruction/burying Disposal process	
1102	Ability of the system to support QR coding in asset management	
1103.	The system should have a functionality that allows one to generate a number of different standard reports, including: ✓ Current asset tagging listing ✓ List of fixed assets transferred between locations orcustodians during the period	
1104.	Asset tag (Barcode) for asset to be uniquely identified	
1105.	The status of the asset to be monitored (whether active, suspended,or disposed)	
1106.	The location and holder (responsible person) of the asset to bedetermined and transfers to be approved and recorded	
	ICT REQUIREMENTS	
1107.	User Access Control Management Process	
1108.	User Support and ICT Help Desk	
1109.	Data Backup on-site, off-site	
1110.	System and Data Security	
1111.	Authentication/password management	
1112.	Users' authorization	
1113.	Workflows management	
1114.	Roles management	
1115.	Rights management	
1116.	System Audit trail	
1117.	Back-end systems management	

SECTION 7. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Introduction

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time- Based Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.

2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of afixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by MAWASCO is paramount.

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

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

CONTRACT FOR CONSULTANT'S SERVICES

Lump-SumContract

Consulting Services for:

Contract No.:____

Contract Description:____

Between

____*[Name of Client]*

and

____*[Name of the Consultant]*

Date:__________________________________

I. FORM OF CONTRACT - LUMP-SUM

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

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

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

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

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

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

2 The mutual rights and obligations of MAWASCO and the Consultant shall be as set for in theContract, in particular:
a) The Consultant shall carryout the Services in accordance with the provisions of the Contract;and
b) MAWASCO shall make payments to the Consultant in accordance with the provisions ofthe Contract.

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

For and on behalf of………………………………*[Name of Procuring Entity] [Authorized Representative of MAWASCO–name, title andsignature]*

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

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

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

SECTION 8: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

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

a) "Applicable Law" means the laws and any other instruments having he force of law in Kenya.

b) "Consultant" means a legally-established professional consulting firm or entity selected by MAWASCOto provide the Services under the signed Contract.

c) "Contract" means the legally binding written agreement signed between MAWASCO and the Consultant and which includes all the attached documents listed in its paragraph1of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

d) "Procuring Entity" means MAWASCO that signs the Contract for the Services with the selected Consultant.

e) "Day" means a working day unless indicated otherwise.

f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof underthe Contract.

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

i) "GCC" mean these General Conditions of Contract.

j) "Government" means the government of Kenya.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and onbehalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to MAWASCO for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experienceare critical to the performance of the Services under the Contract and whose Curricula Vitae (CV)was taken into account in the technical evaluation of the Consultant's proposal.

m) "Local Currency" means the Kenya Shillings, the currency of Kenya.

n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.

o) "Party" means MAWASCO or the Consultant, as the case may be, and "Parties" means both of them.

p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplementedbut not over-written.

q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described inAppendix A hereto.

r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Serviceswhile remaining solely liable for the execution of the Contract.

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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shallbe in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

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

8 Authority of Member in Charge

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

9 Authorized Representatives

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

10 Corrupt and Fraudulent Practices

10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

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

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

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

12 Termination of Contract for Failure to Become Effective

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

13 Commencement of Services

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

14 Expiration of Contract

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

15 Entire Agreement

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

16 Modifications or Variations

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

17 Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be taken

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

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

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

b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by MAWASCO, shall either:

i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably andnecessarily incurred, and, if required by MAWASCO, in reactivating the Services; or

ii) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably andnecessarily incurred.

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

18 Suspension

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

19 Termination

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

a. By MAWASCO

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

a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specifiedin a notice of suspension pursuant to Clause GCC 18;

b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;

c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Servicesfor a period of not less than sixty (60) calendar days;

e If MAWASCO, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

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

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

b. By the Consultant

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

b) If MAWASCO fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinforty-five (45) calendar days after receiving written noticefrom the Consultant that such payment is overdue.

c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Servicesfor a period of not less than sixty (60) calendar days.

d) If MAWASCO fails to comply with any final decision reached as a result of arbitration pursuant toClause GCC45.1.

e) If MAWASCO is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by MAWASCO of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

19.1.6 Upon termination of this Contract, MAWASCO shall make the following payments to the Consultant:

a) Payment or Services satisfactorily performed prior to the effective date of termination; and

b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement ofany reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost ofthe return travel of the Experts.

C. Obligation s of the Consultant

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to MAWASCO, and shall at all times support and safeguard MAWASCO's legitimate interests in any dealings with the third parties.

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

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

b. Law Applicable to Services

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

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods andservices prohibitions in Kenya when;

a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b by an act of compliance with a decision of the United Nations Security Council taken under ChapterVII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or anypayments to any country, person, or entity in that country.

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

21 Conflict of Interests

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

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

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising

21.1.3 MAWASCO on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of MAWASCO. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of MAWASCO.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22 Confidentiality

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

23 Liability of the Consultant

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

24 Insurance to be taken out by the Consultant

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

25 Accounting, Inspection and Auditing

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

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts andrecords audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights

25.3 provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

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

27 Proprietary Rights of MAWASCO in Reports and Records

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

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

28 Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by MAWASCO or purchased by the Consultant wholly or partly with funds provided by MAWASCO, shall be the property of MAWASCO and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to MAWASCO an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with MAWASCO's instructions. Whilein possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed byMAWASCO in writing, shall insure them at the expense of MAWASCO in an amount equal to their fullreplacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, asapplicable.

D. Consultant's Experts and Sub-consultants

29 Description of Key Experts

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

30 Replacement of Key Experts

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

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to

30.3 death or medical in capacity. In such case, the Consultant shall forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

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

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

31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to MAWASCO.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of MAWASCO

32 Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, MAWASCO shall use its best efforts to:

a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.

c FacilitatepromptclearancethroughcustomsofanypropertyrequiredfortheServicesandofthepersonal effects of the Expert sand their eligible dependents.

d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for theServices with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya

f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any suchamounts as may be earned therein by the Experts in the execution of the Services.

g Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

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

34 Change in the Applicable Law Related to Taxes and Duties

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

35 Services, Facilities and Property of MAWASCO

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

36 Counterpart Personnel

36.1 MAWASCO shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by MAWASCO with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as signed to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and MAWASCO shall not unreasonably refuse to act upon such request.

37 Payment Obligation

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

F. Payments to the Consultant

38 Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

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

39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40 Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in

Clause GCC 38.1.

40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

40.2.1 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall only be made against an advance payment bank guarantee acceptable to MAWASCO in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee, (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as MAWASCO shall have approved in writing. The advance payments will be set off by MAWASCO in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.2.2 *The Lump-Sum Installment Payments*. MAWASCO shall pay the Consultant within sixty (60) days after the receipt by MAWASCO of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if MAWASCO does not approve the submitted deliverable(s) as satisfactory in which case MAWASCO shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections,and there after the fore going process shall be repeated.

40.2.3 *The Final Payment:*_The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by MAWASCO. The Services shall then bedeemed completed and finally accepted by MAWASCO. The last lump-sum installment shall be deemed approved for payment by MAWASCO within ninety (90) calendar days after receipt of the final report by MAWASCO unless MAWASCO, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in

40.2.4 The Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.5 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

40.2.6 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If MAWASCO had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date foreach day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42 Good Faith

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

H. Settlement of Disputes

43 Amicable Settlement

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

43.1.3 If either Party objects to any action or in action of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the

dispute cannot be amicably settled within fourteen
(14) days following the response of that Party, Clause GCC 45.1 shall apply.

44 Dispute Resolution

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

SECTION 9: SPECIAL CONDITIONS OF CONTRACT(SCC)

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	The addresses are *[fill in at negotiations with the selected firm]*: Procuring Entity: _______ Attention: _______ Facsimile: _______ E-mail: Consultant: Attention: _______ Facsimile: E-mail:
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of theJV member whose address is specified in Clause SCC6.1 should be inserted here.]* The Lead Member on behalf of the JV is _______*[insert name of the member]*
9.1	The Authorized Representatives are: For MAWASCO: *[name, title]*____ For the Consultant: *[name, title]*____
11.1	The effectiveness conditions are the following: *[Note: If there are no effectiveness conditions, state* *"N/A"]OR* *List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by MAWASCO of an advance payment guarantee (seeClause SCC45.1(a)), etc.]*
12.1	Termination of Contract for Failure to Become Effective: The time period shall be __ *[insert time period, e.g.: four months]*.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
13.1	Commencement of Services: The number of days shall be within 10(TEN) days after contract signing. Confirmation of Key Experts' availability to start the Assignment shall be submitted toMAWASCO in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be ______ after successful implementation of contract and expiry of the warranty period *[insert time period, e.g.: twelve months]*.
21.1.3.	MAWASCO reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
23.1	No additional provisions. *OR* The following limitation of the Consultant's Liability towards MAWASCO can be subjectto the Contract's negotiations: "Limitation of the Consultant's Liability towards MAWASCO: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to MAWASCO's property, shall not be liable to MAWASCO: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out theServices; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law. *[Notes to MAWASCO and the Consultant]:* *Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by MAWASCO prior to accepting any changes to what was included in the issued RFP.* *To be acceptable to MAWASCO, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to MAWASCO, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is **not** acceptable toMAWASCO. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	MAWASCO does not accept a provision to the effect that MAWASCO shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of MAWASCO to theextent permissible by the law applicable in Kenya.]
24.1	The insurance coverage against the risks shall be as follows: *[Delete what is not applicable except (a)].* (a) Professional liability insurance, with a minimum coverage of ______________________*[insert amount and currency which should be not less than thetotal ceiling amount of the Contract]*; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in MAWASCO's area by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in MAWASCO's country"]*; **N/A** (c) Third Party liability insurance, with a minimum coverage of *[insert amount andcurrency or state "in accordance with the applicable law in Kenya"]* (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the ApplicableLaw in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in theperformance of the Services.
27.1	The additional rights to the use of the documents are: *[If applicable, insert any exceptions to proprietary rights provisions] N/A*
27.2	*[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.* *If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used: N/A* [The Consultant shall not use these *[insert what applies……. documents and software….* *]* for purposes unrelated to this Contract without the prior written approval of MAWASCO.] *[OR]* [MAWASCO shall not use these *[insert what applies……. documents and software…….]* for purposes unrelated to this Contract without the prior written approval of the Consultant.] *[OR]* [Neither Party shall use these *[insert what applies……. documents and software……]* for purposes unrelated to this Contract without the prior written approval of the other Party.]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
32.1 (a) through(f)	*[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.]*
32.1(g)	*[List here any other assistance to be provided by MAWASCO. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).]*
38.1	The Contract price is: ___________________ *[insert amount and currency for eachcurrency as applicable] [indicate:* inclusive *or* exclusive*]* of local taxes. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[insert as appropriate:* "be paid*" or "*reimbursed*"]* by MAWASCO *[insert as appropriate:* "for "or "to*"]* the Consultant. The amount of such taxes is _________________[insert the amount as finalized at the Contract's negotiations on the basis of the tax amounts provided by the Consultant inForm FIN-2 of the Consultant's Financial Proposal.
39.1and 39.2	*[MAWASCO, depending on the source of funds and tax exemptions already granted bythe Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by MAWASCO for any such tax they might have to pay (or that MAWASCO would pay such tax on behalf of the Consultant]* MAWASCO warrants that *[choose one applicable option consistent with the ITC 16.3and the outcome of the Contract's negotiations (Form FIN-2]* *If ITC16.3 indicates a tax exemption status, include the following:* "the Consultant, theSub-consultants and the Experts shall be exempt from" *OR* *If ITC16.3 does not indicate the exemption and, depending on whether MAWASCO shall pay the withholding tax or the Consultant has to pay, include the following:* "MAWASCO shall pay on behalf of the Consultant, the Sub-consultants and theExperts,*" OR "*MAWASCO shall reimburse the Consultant, the Sub-consultants and theExperts*"]* any taxes, duties, fees, levies and other impositions imposed, under the applicable law inMAWASCO's country, on the Consultant, the Sub-consultants and the Experts in respectof: (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by MAWASCO and which is treated as property of MAWASCO; (d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from MAWASCO's country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs proceduresof Kenya in importing property into Kenya; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	property in MAWASCO's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to MAWASCO if they were paid by MAWASCO at the time the property in question was brought into MAWASCO's country.
40.2	The payment schedule: *[Payment of installments shall be linked to the deliverables specified in the Terms of Reference]* 1st payment:_____________________ *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made againstthe bank guarantee for the same amount as per GCC 41.2.1]. E.g. "Twenty (20) percent of the lumpsum contract price shall be paid upon submission and approval of the Inception Report* 2nd payment: Example: Sixty (60) percent of the lumpsum Contract Price shall be paidupon submission of an acceptable Draft Report. 3rd and Final Payment: Example: Twenty (20) percent of the lumpsum Contract Priceshall be paid upon submission and approval of the Final Report. *[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to MAWASCO of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by MAWASCO]*
40.2.1	The following provisions shall apply to the advance payment and the advance bankpayment guarantee: (1) An advance payment of *[insert amount]* in Kenya Shillings shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by MAWASCO. The advance payment will be set off by MAWASCO in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currencyof the currency (ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully setoff.
40.2.4	The accounts are: *[insert account*_______________________________
41.1	The interest rate is: *[insert rate]*. **N/A**

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
44.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall beheard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the FederationInternationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, MAWASCO and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator forthat dispute.
	2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/herfunction, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[Ifthe Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(b) the country in which the Consultant's [or any of their members' or Parties']principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members'or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the disputeinvolves a subcontract.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in Kenya (b) the *English* language shall be the official language for all purposes;and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive anyobjections to or claims of immunity in respect of such enforcement.

II: FORM OF CONTRACT-TIME-BASED

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

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

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
a) The General Conditions of Contract;
b) The Special Conditions of Contract;
c) Appendices:

AppendixA:Termsofreference

Appendix B: Key Experts
Appendix C: Remuneration Cost Estimates
Appendix D: Reimbursable Cost Estimates
Appendix E: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular;
a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
b) MAWASCO shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of__________________*[Name of Procuring Entity] [Authorized Representative of MAWASCO–name title and signature]*

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

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

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

SECTION 10: APPENDICES

Appendix A – Terms of Reference

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

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

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

Appendix B - Key Experts

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

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

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

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

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

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

Should these representations be found by MAWASCO (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, MAWASCO shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially in complete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by MAWASCO before any such modification, (i) MAWASCO shallbeen titled to offset any excess payment against the next monthly payment to the Consultants, or (ii) ifthere are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to MAWASCO any excess payment within thirty (30) days of receipt of a written claim ofMAWASCO. Any such claim by MAWASCO for reimbursement must be made within twelve (12) calendar months after receipt by MAWASCO of a final report and a final statement approved by MAWASCO inaccordance with ClauseGCC45.1(d) of this Contract."

Appendix D-Form of Advance Payment Guarantee

[*Note:* See Clause GCC 41.2 and SCC41.2]

Bank Guarantee for Advance

Payment

[Bank's Name and Address of Issuing Branch or Office]
Beneficiary:_____________________________
Date:___________________________

ADVANCE PAYMENT GUARANTEE No.______________

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

_________________________________ *[Reference number of the contract] dated*______________with you, for the provision of____________*[brief description of Services]* (hereinafter called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in thesum of____
[Amount in figures and in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we__________*[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of_*[amount in figures]* () *[amount in words]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.
Itisaconditionforanyclaimandpaymentunderthisguaranteetobemadethattheadvancepaymentr eferredto above must have been received by the Consultant on their account number at_*[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of, [2]____.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

[Signature (s)]

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

1The Guarantor shall insert an amount representing the amount of the advance payment and denominated in the currency (ies) of the advance payment as Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.
2Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, MAWASCO would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, MAWASCO might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to MAWASCO's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

SECTION 11. NOTIFICATION FORMS

1 NOTIFICATION OF INTENTION TO AWARD

Procuring Entity:________________________________

Contract title:__________________________________

RFP No:____

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

a) Request a debriefing in relation to the evaluation of your Proposal, and/or

b) Submit a Procurement-

relatedComplaintinrelationtothedecisiontoawardthecontract.The successful

Consultant

Name:	[*insert name of successful Consultant*]
Address:	[*insert address of the successful Consultant*]
Contract price:	[*insert contract price of the successful Consultant*]

i) Short listed Consultants

[INSTRUCTIONS: insert names of all short- listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overalltechnicalscoresandscoresassignedforeachcriterionandsub-criterion.]

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

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

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

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time). You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of thisNotification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:
Attention: [*insert full name of person, if applicable*]
Title/position: [*insert title/position*]
Agency: [*insert name of Procuring Entity*]
Email address: [*insert email address*]
Fax number: [*insert fax number*] *delete if not used*

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefingwithin five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing isprovided. If this happens, we will notify you and confirm the date that the extend ed Standstill Period will end.
The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will
provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days fromthe date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to awardthe contract expires on midnight, [*insert date*] (local time).
Provide the contract name, reference number, name of the Consultant, contact details; and address the
Procurement-related Complaint as follows:
Attention: [*insert full name of person, if applicable*]Title/position: [*insert title/position*]
Agency: [*insert name of Procuring Entity*]
Email address: [*insert email address*]
Fax number: [*insert fax number*] *delete if not used*

(v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.
The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

On behalf of____[*insert the name of MAWASCO*]:

Signature:____

Name:____

Title/position:____

Telephone: ____

Email: ____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF………….20………

BETWEEN

…………………………………………………………..

….APPLICANT AND

…………………………………RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.

2.

By this memorandum, the Applicant requests the Board for an

order/orders that:1.

2.

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

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

SIGNED

Board Secretary

3 LETTER OF AWARD

[use letterhead paper of MAWASCO] [date] __ To:__________*[name and address of the winning Consultant]* Subject: *Notification of Award Contract No...........*

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

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

Authorized Signature:______________________________

Name and Title of Signatory:________________________

Name of Agency:___________________________________

Attachment: *Draft Negotiated Contract*

4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or indirectly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

Request for Proposal Reference No.:_____________________________[*insert identification no*] Name of the Assignment:_____________________*[insert name of theassignment]* to:______________*[insert complete name of Procuring Entity]*

In response to your notification of award dated_________*[insert date of notification of award]* to furnish additional information on beneficial ownership:________*[select one option as applicable and delete the options that are not applicable]*

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

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 25% or more of the shares (Yes / No)**	**Directly or indirectly holding 25 % or m oreof the Voting Rights (Yes / No)**	**Directly or indirectly having the right to appoint a majority of theboard of the directors or an equivalent governing body of the Consultant (Yes / No)**
[include full name (last, middle, first), nationality, countryof residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more ofthe voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalentgoverning body of the Consultant]"

Name of the Consultant: ....[insert complete name of the Consultant]__________*

*NameofthepersondulyauthorizedtosigntheProposalonbehalfoftheConsultant: ** [insert complete name ofperson duly authorized to sign the Proposal]*

Title of the person signing the Proposal ....[insert complete title of the person signing the Proposal]

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

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

---

*In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including thisIntroduction there to) shall be read to refer to the joint venture member.

**Person signing the Proposal shall have the power of attorney given by the Consultant. The power ofattorney shall be attached with the Proposal Schedules.