



TENDER NO. KPA/018/2025-26/ICT

**SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF A THREE-TIER LANDSCAPE
ENTERPRISE RESOURCE PLANNING SYSTEM AND
MAINTENANCE SUPPORT**

TENDER DOCUMENT

NOVEMBER 2025

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INVITATION TO TENDER

DATE: NOVEMBER 2025

TENDER NO. KPA/018/2025-26/ICT

TENDER NAME: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A THREE-TIER LANDSCAPE ENTERPRISE RESOURCE PLANNING SYSTEM AND MAINTENANCE SUPPORT

1. The Kenya Ports Authority invites sealed tenders for the **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A THREE-TIER LANDSCAPE ENTERPRISE RESOURCE PLANNING SYSTEM AND MAINTENANCE SUPPORT.**
2. Tendering will be conducted under open National competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Tender documents may be viewed and downloaded for free from the KPA website www.kpa.co.ke. Tenderers who download the tender document must forward their particulars immediately to tenders@kpa.co.ke for records.
4. Enquiries can be made via email address: tenders@kpa.co.ke.
5. Bidders are advised to regularly visit the KPA website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the KPA website as they become available.**
6. Tenderers shall be required to submit a Tender Security amounting to **Kenya Shillings One Million (Kshs. 1,000,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 240 days from the date of tender opening in the format provided in the tender document.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted in the format 1,2,3,4,5,.....n (where n is the last numerical page number).
8. All Tenders in **one original plus one copy of original and a PDF soft copy of the original in a flash disk**, properly filled in and enclosed in plain envelopes must be marked as follows:-

TENDER NO. KPA/018/2025-26/ICT

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A THREE-TIER LANDSCAPE ENTERPRISE RESOURCE PLANNING SYSTEM AND MAINTENANCE SUPPORT

"DO NOT OPEN BEFORE 1000HOURS ON THURSDAY 11TH DECEMBER 2025"

9. Completed tenders must be delivered to the address below on or before **1000HOURS ON THURSDAY 11TH DECEMBER 2025**. Electronic Tenders *will not* be permitted.
10. Tenders will be opened promptly after **1030HOURS ON THURSDAY 11TH DECEMBER 2025**. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

11. Late tenders will be rejected.
12. The addresses referred to above are:

A. Address for Submission of Tenders.

- i) Tender Box located at the **BUS TERMINUS
PORT MAIN PEDESTRIAN GATE NO. 8,
KILINDINI, MOMBASA**
- ii) THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT
KENYA PORTS AUTHORITY
KIPEVU HEADQUARTERS 4TH FLOOR
FINANCE BLOCK III, DOOR BLK-3.4.3
KILINDINI MOMBASA
Phone: +254 (41) 2113600/ 2113999
E-mail: tenders@kpaco.ke

B. Address for Opening of Tenders.

- i) Procurement Conference Room
New Service Area (Kapenguria)
KILINDINI MOMBASA
13. KPA is committed to the fight against corruption and adheres to high standards of integrity in its business operations. Bidders and the general public are encouraged to report any unethical behavior immediately to any of the following anonymous hotline service:-
- Hotline number: **0794272376**
 - Email: stopcorruption@kpa.co.ke
 - KPA website www.kpa.co.ke under the Report corruption tab



Eveline I. Shigoli
GENERAL MANAGER SUPPLY CHAIN MANAGEMENT
FOR: MANAGING DIRECTOR



VISION, MISSION, & CORE VALUES

Vision

World class ports of choice.

Mission

To provide efficient and competitive port services to facilitate global trade

Core Values

Customer Focus: Service excellence is key to our operations and we endeavor to exceed customer expectations.

Integrity: We uphold fairness, honesty, professionalism and transparency in all our undertakings.

Teamwork: We embrace team spirit in all that we do.

Care: We care for our staff, the communities around us and are sensitive to the environment

Innovation: The Authority will invest and leverage on research, development and innovation to ensure that the Kenya Ports stay ahead of the curve in improving efficiency in their processes.

Kenya Ports Authority

Environment, Health & Safety Policy

Kenya Ports Authority recognizes the impacts caused by our activities and services and therefore undertakes to employ environmentally friendly practices and to provide safe and healthy working and operating environment for all employees, contractors, customers, port users and visitors. KPA demonstrates this commitment through the implementation of an Integrated Management System based on ISO 14001:2015 and ISO 45001:2018.

To accomplish this commitment KPA shall:

1. Implement sound and environmentally friendly practices aimed at preventing pollution, efficient waste containment and management and protection of the environment from negative environmental impacts arising from all aspects of our operations.
2. Engage our stakeholders including but not limited to contractors, suppliers and business partners in a manner that will ensure compliance with EMS/OSH standards, designed procedures and other relevant legal requirements whilst encouraging them to protect the environment.
3. Comply with all applicable environmental and occupational health and safety legal and other requirements.
4. Eliminate hazards and reduce occupational health and safety risks in order to prevent work-related injuries and ill health.
5. Enhance consultation and participation of workers and/or their representatives in development and roll-out of health and safety policies.
6. Educate and train employees and the community on safe working and environmentally friendly practices in order to create a culture of safety and sustainable environmental improvement and stewardship.
7. Regularly review and continually improve the EMS/OSH management system to enhance performance and to conform to changing trends.
8. Provide adequate funds and resources to accomplish the established EMS/OSH objectives and targets and for the maintenance and improvement of the Integrated Management System based on ISO 14001:2015 and ISO 45001:2018.

The Managing Director and Top Management of the Port are responsible and accountable for effective implementation of this Policy.



Capt. William K. Ruto, MBS, AFNI
MANAGING DIRECTOR

1st July 2024



KEBS ISO 9001:2015 Certified Org. No. 087

KENYA PORTS AUTHORITY QUALITY AND INFORMATION SECURITY POLICY

Our Vision

"World-class ports of choice"

Our Quality And Information Security Policy Statement

We are committed to complying with the requirements of ISO 9001:2015 Quality Management System (QMS) and ISO 27001:2022 Information Security Management System (ISMS) Standards, applicable statutory regulations and aligning our management system policies and processes with Risk Management.

Our Strategic Objectives

1. Attain a customer satisfaction index of 75%
2. Improve port efficiency by 41%
3. Promote a safe and healthy working environment with zero accidents
4. Increase common transit market share by 7%
5. Increase profitability to KES 20 billion by 2027/2028
6. Increase employee productivity index to 2
7. Promote 100% compliance to legal and regulatory requirements and good governance principles

We shall;

- provide efficient and competitive port services to facilitate global trade through enhanced customer service, operational excellence, governance and the preservation of confidentiality, integrity, and availability of information
- ensure that this policy and Management System objectives are aligned to the Authority's Strategic Objectives
- effectively implement and continually improve our Management System policies, processes and capabilities
- review these objectives for suitability on an annual basis in accordance with the Authority's Performance Management Framework

Kenya Ports Authority shall ensure that the Quality & Information Security Objectives are established at relevant functions and processes with the organisation.


Capt. William K. Ruto, AFNI
MANAGING DIRECTOR

Date: 29th August, 2023



KEBS ISO 9001:2015 Certified Org. No. 087

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Throughout this tendering document:

2.1 The terms:

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

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

3. Fraud and Corruption

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

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

- 1.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the TDS and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

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

4. Eligible Tenderers

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

all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*".
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

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

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

5. Qualification of the Tenderer

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

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

B. Contents of Tendering Document

6. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

- i) Section V-Procuring Entity's Requirements

PART 3: Contract

- i) Section VI - General Conditions of Contract (GCC)
- ii) Section VII - Special Conditions of Contract (SCC)
- iii) Section VIII - Contract Forms

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

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

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

7. Site Visit

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

8. Pre-Tender Meeting

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

9. Clarification of Tender Documents

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

10. Amendment of Tender Documents

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

C. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

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

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

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

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

13.3 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

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

14. Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

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

15. Alternative Tenders

1.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If

alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.

- 1.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 1.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

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

17. Currencies of Tender and Payment

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

18. Documents Establishing Conformity of Services

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

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

consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification submitted from the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Tenders

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

21. Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central

Bank of Kenya,

- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof to provide by the Tenderer; or
 - b. if the successful Tenderer fails to:
 - c. sign the Contract in accordance with ITT 46; or
 - d. furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.
- 21.10 A tenderer shall not issue a tender security to guarantee itself.

22. Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative

of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

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

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

- 23.2 The inner envelopes or packages or containers shall:

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

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

24. Deadline for Submission of Tenders

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

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

25. Late Tenders

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

26. Withdrawal, Substitution and Modification of Tenders

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

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

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

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

27. Tender Opening

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

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

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

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

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

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

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

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

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

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

E. Evaluation and Comparison of Tenders

28. Confidentiality

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

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

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

29. Clarification of Tenders

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

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

30. Deviations, Reservations, and Omissions

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

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

31. Determination of Responsiveness

- 31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.
- 31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.
- 31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32. Arithmetical Errors

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail

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

33. Conversion to Single Currency

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

34. Margin of Preference and Reservations

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

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

35. Evaluation of Tenders

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

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

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

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT.

35.5 35.5. The methodology to determine the lowest evaluated tenderer or tenderers based on one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally High Tenders

Abnormally Low Tenders

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

Abnormally High Tenders

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

38. Unbalanced and/or Front-Loaded Tenders

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

proposed methodology, schedule and any other requirements of the Tender document.

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

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

39. Qualification of the Tenderer

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

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

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

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

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

F. Award of Contract

41. Award Criteria

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

42. Notice of Intention to enter in to a Contract

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

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;

- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43. Stand still Period

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

44. Debriefing by the Procuring Entity

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

45. Letter of Award

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

46. Signing of Contract

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

47. Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award

and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48. Publication of Procurement Contract

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

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

49. Adjudicator

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

50. Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders is: KPA/018/2025-26/ICT The Procuring Entity is: KENYA PORTS AUTHORITY The name of the ITT is: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A THREE-TIER LANDSCAPE ENTERPRISE RESOURCE PLANNING SYSTEM AND MAINTENANCE SUPPORT
ITT 2.2	The contract shall be for a period of five (5) years.
ITT 4.1	Joint Venture (JV) is not applicable.
	B. Contents of Tendering Document
ITT 8.2	The questions in writing, to reach the Procuring Entity through email address tenders@kpa.co.ke
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at, tenders@kpa.co.ke to reach the Procuring Entity not later than seven (7) days prior to the deadline for the submission of tenders. ii) The Procuring Entity shall publish its response at the website www.kpa.co.ke
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: all duly completed and signed mandatory tendering forms under section IV
ITT 15.1	Alternative Tenders " shall not be " considered.
ITT 15.2	Alternative times for completion " shall not be " permitted.
ITT 15.3	Alternative technical solutions " shall not be " permitted.
ITT 16.7	The prices quoted by the Tenderer " shall not " be subject to adjustment during the performance of the Contract.
ITT 17.1	Prices quoted shall be in Kenya Shillings , should be inclusive of all taxes and delivery .

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 20.1	The Tender validity period shall be 210 days from the date of tender opening.
ITT 21.1	Tender Security shall be for Kenya Shillings One Million (Kshs. 1,000,000.00) in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 240 days from the date of tender opening in the format provided in the tender document.
ITT 22.1	In addition to the original of the Tender, the number of copies is: one copy of original and a PDF soft copy of the original in a flash disk.
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature. <i>The Power of Attorney must show the name and specimen signature of the person authorized to sign the documents.</i> <i>This applies to only limited companies and Partnerships.</i>
	D. Submission and Opening of Tenders
ITT 24.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT KENYA PORTS AUTHORITY KIPEVU HEADQUARTERS 4TH FLOOR FINANCE BLOCK III, DOOR BLK-3.4.3 MOMBASA, KENYA Phone: +254 (41) 2113600/ 2113999 E-mail: tenders@kpa.co.ke
ITT 24.1	The deadline for Tender submission is: Date: THURSDAY 11TH DECEMBER 2025 Time: BEFORE 1000Hours Tenderers "shall not" have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at: Physical Address: Procurement Conference Room New Service Area (Kapenguria) Date: THURSDAY 11TH DECEMBER 2025 Time: 1030HOURS
ITT 27.1	The electronic Tender opening procedures shall be: NOT APPLICABLE

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by all representatives of the Procuring Entity conducting Tender opening.
E. Evaluation and Comparison of Tenders	
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS. The source of exchange rate shall be: The Central bank of Kenya (mean rate) The date for the exchange rate shall be: the deadline date for Submission of the Tenders.
ITT 34.1	Margin of preference IS NOT allowed.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations: N/A
ITT 35.2 (d)	Additional evaluation factors shall be: N/A
F. Award of Contract	
ITT 47.1	Performance Security shall be Kshs. 500,000.00 in form of performance guarantee from a bank with its operations in Kenya in the format provided in Section VIII – (Contract Forms - Form No. 1 - Performance Security – (Unconditional Demand Bank Guarantee) valid for the contract period.
ITT 49.1	The Appointment of an Adjudicator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya.
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing to: complaints@ppra.go.ke In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

2. Evaluation and contract award Criteria

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

2.1 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

The bid submission

1. Shall have a table of contents page clearly indicating Sections and Page Numbers **(Mandatory)**.
2. The Tenderer shall chronologically serialize all pages of the tender documents submitted in the format 1,2,3,4,5,.....n (where n is the last numerical page number) **(Mandatory)**.
3. Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable **(Mandatory)**.
4. Shall be submitted in one original and one copy of original and a PDF soft copy of the original in a flash disk **(Mandatory)**.
5. Shall be signed (where signatures are required) by a duly authorized representative of the firm or any other officer appointed and evidenced by a Power of Attorney **(Mandatory)**.

The bid submission shall contain the following documents; clearly marked and arranged in the following order: -

- i. Power of Attorney to sign the bid submission - **ITT 22.3 (Mandatory)**.
- ii. Particulars of Tendering Company to include: -
 - a. Certificate of Registration/Incorporation **(Mandatory)**.
 - b. Valid/Current Tax Compliance Certificate from relevant Authorities where the business operations of tenderer are domiciled **(Mandatory)**.
 - c. A copy of valid Business Permit (for the year 2025) where the business operations of tenderer are domiciled **(Mandatory)**.
 - d. A copy of CR12 from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a limited company),

Name of Proprietor (for Sole Proprietor) and Names of Partners (for Partnerships) – as applicable (**MANDATORY**).

e. Copies of National Identification documents for owners/Directors of the company (ID/passport) (**Mandatory**).

- iii. Tender Security shall be for **Kenya Shillings One Million (Kshs. 1,000,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for **240 days** from the date of tender opening in the format provided in the tender document.
- iv. All duly completed and signed mandatory tendering forms under section IV (**MANDATORY**).
- v. A complete set of Audited Accounts for the last three (3) years 2022, 2023 and 2024. **The Accounts submitted should be audited by a registered auditor and evidenced by the Auditor's practicing number (MANDATORY).**

2.2 Technical Evaluation (ITT 35)

i. Mandatory Technical Specifications

Bidders will be required to pass all mandatory technical specifications for the Enterprise resource planning system.

Bidders must provide a response to each of the requirements listed in Appendix I.

Bidders to respond to each requirement on the space provided on the sheet with a "Y" if your solution meets the Mandatory requirement referred in the compliance column as M. Bidders should respond with an "N" if their solution does not meet the requirement.

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

NOTE: Failure to meet any of the mandatory technical specifications will lead to automatic disqualification and the bidder shall not be eligible for further Evaluation.

ii. Key Experts' qualification and competency for assignment (Mandatory)

a) Project Manager

Qualifications

Minimum bachelor's degree in computer science, Information Systems, Business Administration, Project Management, or related field.

Professional Certifications

The Project Manager must possess at least one of the following globally recognized project management certifications:

Experience

- Minimum 10 years total experience in ICT project management, of which at least 5 years must be in ERP implementation or migration projects
- Proven experience leading at least two (2) full-cycle ERP implementations from planning to go-live.
- Hands-on experience coordinating cross-functional teams (finance, HR, logistics, procurement, etc.).

- Understanding of data migration, integration, change management, and testing methodologies in ERP projects.
- Experience in public sector ERP or regulated industry projects (ports, utilities, transport, government) is highly desirable.

b) ERP Solution Architect

Qualifications

Minimum of a bachelor's degree in computer science, Information Systems, Software Engineering, or a related ICT discipline.

Professional Certifications

The ERP Solution Architect must hold relevant technical and architectural certifications from globally recognized bodies and ERP vendors.

Experience

- Minimum 10 years of total ICT experience, with at least 7 years directly in ERP implementation, migration, or upgrade projects.
- Must have served as a Lead Solution Architect or equivalent role in at least two (2) full-cycle ERP projects (from blueprint/design to post go-live).
- Proven experience in solution design, configuration, and integration across multiple ERP modules (Finance, HR, Procurement, Projects, Assets, etc.).
- Proven experience in designing end-to-end architecture for ERP environments (application, data, and infrastructure layers).
- Proven experience in developing integration strategies between ERP and external systems (financial institutions, KRA, IFMIS, etc.).
- Proven experience in supporting data migration design, validation, and reconciliation frameworks.
- Proven experience in implementing security, access control, and audit trail mechanisms in ERP systems.
- Proven experience in establishing disaster recovery (DR) and high availability (HA) designs.
- Proven experience in working with business intelligence (BI) and analytics tools embedded in ERP environments.
- Proven experience in leading technical teams (developers, integration specialists, database admins) and coordinating with functional consultants.

c) Integration Lead

Qualifications

Minimum of a bachelor's degree in computer science, Information Technology, Software Engineering, or a related ICT field.

Professional Certifications

The Integration Lead must demonstrate professional expertise through relevant certifications from recognized ERP vendors, integration platforms, and global standards bodies.

Experience

- Minimum 8 years of relevant ICT experience, with at least 5 years directly managing ERP or enterprise system integrations.

- Must have served as Lead Integration Specialist or Integration Lead in at least two (2) full-cycle ERP implementation or migration projects.
- Proven experience in designing and implementing real-time and batch integration frameworks between ERP and external systems (financial systems, HRMS, Port Operations, IFMIS, KRA, Banks, etc.).
- Proven experience in managing middleware.
- Proven experience in developing and managing APIs, data exchange formats (XML, JSON, CSV), and ETL processes.
- Proven experience in establishing secure data transfer mechanisms (encryption, SSL/TLS, certificates, OAuth).
- Proven experience in creating and maintaining integration architecture diagrams, interface catalogs, and documentation.
- Proven experience in managing integration testing, error handling, data reconciliation, and performance optimization.
- Proven experience in coordinating with solution architects, database administrators, and development teams to ensure end-to-end system interoperability.
- Proven experience in supporting data migration, validation, and interface cut-over planning during go-live.
- Proven experience in enforcing governance controls, versioning, and change management for interfaces.

d) Functional Leads (per module)

Qualifications

Minimum of a bachelor's degree in the relevant field depending on the module.

Professional Certifications

Certified in the relevant ERP module for the proposed system

Experience

- Minimum 8 years of relevant work experience in the respective functional domain.
- At least 5 years of hands-on experience implementing ERP systems as a Functional Consultant or Lead in the same or related module.
- Must have participated in at least two (2) full-cycle ERP implementation projects covering requirement gathering, configuration, testing, data migration, and go-live support.
- Demonstrated experience in developing and mapping business processes to ERP functionality.
- Demonstrated experience in conducting gap analysis and advising on process optimization.
- Demonstrated experience in performing system configuration and parameterization.
- Demonstrated experience in preparing functional design specifications (FDS) for custom developments.
- Demonstrated experience in leading user acceptance testing (UAT) and coordinating end-user training.
- Demonstrated experience in supporting data migration validation and post-go-live stabilization.
- Demonstrated experience in working closely with technical teams to ensure alignment between functional and technical components.

e) Data Migration Expert

Responsibility

- Plans, executes, and validates all data migration activities
- Prepares, cleans, and validates legacy data before migration.

Qualifications

Minimum of a bachelor's degree in computer science, Information Systems, Software Engineering, Data Science, or a related ICT field

Professional Certifications

Certified in relevant ERP platforms or data tools

Experience

- Minimum 8 years of relevant ICT experience, including at least 5 years of dedicated experience in data migration or data management within large ERP or enterprise system implementations.
- Must have successfully participated in at least two (2) full-cycle ERP migration projects as a Data Migration Lead/Expert.
- Demonstrated experience in designing and executing data migration strategies, frameworks, and methodologies.
- Demonstrated experience in performing data extraction, transformation, and loading (ETL) using automated tools or custom scripts.
- Demonstrated experience in conducting data profiling, cleansing, validation, and enrichment.
- Demonstrated experience in managing large data volumes and ensuring performance optimization during migration.
- Demonstrated experience in maintaining data integrity and accuracy throughout all migration stages.
- Demonstrated experience in developing data reconciliation procedures and error-handling frameworks.
- Demonstrated experience in executing mock migrations, testing, and sign-offs in coordination with functional and technical teams.
- Demonstrated experience in collaborating with Integration, Database, and Infrastructure Teams to ensure environment readiness.
- Demonstrated experience in applying data governance and security controls, including access management and encryption of sensitive information.
- Demonstrated experience in supporting cut-over planning and ensuring smooth transition during go-live

f) Database Administrator (DBA)

Qualifications

Minimum of a bachelor's degree in computer science, Information Technology, Software Engineering, or a related ICT field.

Professional Certifications

Must hold at least one (1) professional DBA certification from a recognized database vendor

Experience

- Minimum 8 years of experience in database administration, design, and management.

- At least 5 years of hands-on experience supporting large ERP or enterprise-grade databases.
- Must have participated in at least two (2) full-cycle ERP implementation or migration projects as a DBA.
- Demonstrated experience in installation, configuration, and optimization of enterprise databases.
- Demonstrated experience in database migration, replication, and synchronization across heterogeneous systems.
- Demonstrated experience in designing and managing high availability (HA) and disaster recovery (DR) environments.
- Demonstrated experience in performance tuning and query optimization to maintain sub-second response times.
- Demonstrated experience in implementing database security, encryption, and access control policies.
- Demonstrated experience in managing backups, restores, and archival policies in line with RTO/RPO targets.
- Demonstrated experience in supporting data migration, ETL processes, and integration interfaces.
- Demonstrated experience in implementing and maintaining database monitoring tools and alert systems.
- Demonstrated experience in coordinating database upgrades, patching, and maintenance windows with minimal downtime.

g) Technical Lead / ERP Developer

Qualifications

Minimum of a bachelor's degree in computer science, Software Engineering, Information Systems, or related ICT field.

Professional Certifications

ERP-Specific Certifications

ERP-Specific Experience

- Minimum 8 years of progressive experience in software engineering and enterprise systems development.
- At least 5 years of hands-on ERP technical experience in development, customization, and integration.
- Must have participated in at least two (2) full-cycle ERP implementations as a Technical Lead or Senior Developer
- Proven experience in ERP configuration, customization, and scripting.
- Proven experience in developing APIs, middleware, and web services for ERP integrations.
- Proven experience in managing technical environments, code deployment, and version control.
- Proven experience in implementing workflow automation, document management, and user interface customization.
- Proven experience in building custom reports and dashboards.
- Proven experience in supporting data migration, testing, and performance tuning activities.
- Proven experience in working with DevOps pipelines for ERP environments.

- Proven experience in collaborating with cross-functional teams (functional, infrastructure, and security).

h) Reporting & BI Developer

Qualifications

Minimum of a bachelor's degree in computer science, Information Systems, Data Analytics, Statistics, or a related ICT field.

Professional Certifications

Core BI and Reporting Certifications

Experience

- Minimum 7 years of experience in business intelligence, reporting, and data analytics.
- At least 3 full ERP projects implementing or supporting enterprise-level reporting and dashboards.
- Proven hands-on experience in designing operational, management, and executive dashboards linked to ERP data.
- Proven hands-on experience in building data models and cubes for performance and financial reporting.
- Proven hands-on experience in working with SQL databases, ETL processes, and data warehouses.
- Proven hands-on experience in creating real-time and batch reports from ERP transactional data.
- Proven hands-on experience in designing KPIs, metrics, and performance scorecards aligned with organizational goals.
- Proven hands-on experience in integrating reports with external systems and third-party data sources.
- Proven hands-on experience in supporting data migration validation and reconciliation reporting.

i) API / Middleware Developer

Qualifications

Minimum of a bachelor's degree in computer science, Software Engineering, Information Technology, or a related ICT discipline.

Professional Certifications

Core Integration and Development Certifications

Experience

- Minimum 7 years of experience in software development and at least 4 years in system integration or middleware development.
- Proven experience in designing, building, and maintaining APIs and middleware components for ERP or enterprise systems.
- Demonstrated experience in at least two full-cycle ERP or enterprise integration projects, covering ERP-to-ERP integrations, ERP-to-third-party systems and Use of integration platforms
- Experience with data transformation, orchestration, error handling, and message queuing.
- Strong practical knowledge of API lifecycle management, including versioning, documentation, and security.
- Exposure to real-time and batch integrations, with ability to troubleshoot and optimize data flow performance.

j) Security & Compliance Specialist

Qualifications

Minimum of a bachelor's degree in information technology, Computer Science, Cybersecurity, or related ICT discipline

Professional Certifications

Core Security Certifications

Experience

- Minimum 8 years of progressive experience in information security, ICT compliance, and risk management.
- At least 4 years directly involved in ERP system security or governance, covering:
 - Implementation of role-based access control (RBAC) and segregation of duties (SoD).
 - Designing and enforcing data protection, encryption, and access policies.
 - Managing security within ERP platforms.
- Ensuring compliance with local and international data protection laws.
- Proven track record in public sector or regulated enterprise projects (e.g., ports, utilities, finance, transport).
- Experience developing and monitoring Security Incident and Event Management (SIEM) systems and conducting penetration testing and vulnerability assessments.
- Involvement in at least two (2) full-cycle ERP implementations or migrations, focusing on ICT security and compliance assurance.

k) Change Management Specialist

Responsibility

- Develop adoption strategy, stakeholder engagement, and communication
- Business Process Re-engineering (BPR) Consultant
- Reviews and optimizes business processes aligned to ERP best practices.

Qualifications

Minimum of a bachelor's degree in human resource management, Business Administration, Organizational Development, Communication, Psychology, or related social science.

Professional Certifications

- Core Certifications (Mandatory – at least one):
- PROSCI Change Management Certification or equivalent
- Project Management Certification.

Experience

- Minimum 8 years of professional experience in organizational change management, transformation projects, or ERP-related initiatives.
- At least 4 years in ERP or ICT-related change programs involving end-user adoption, process re-engineering, and communication management.
- Demonstrated experience in stakeholder engagement, communication planning, and training coordination in large public or enterprise environments.
- Proven track record of leading change and culture transformation projects in at least two (2) large-scale system implementations, preferably within public sector entities or state corporations.
- Experience with Kenyan public service frameworks (Public Service Commission guidelines, HR policies, and ICTA standards) is an advantage.

2.3 Price evaluation: lowest evaluated bidder.

3. Multiple Contracts

Not Applicable.

4. Alternative Tenders (ITT 15.1)

Not applicable.

5. MARGIN OF PREFERENCE

Not applicable.

6. Post qualification and Contract Award (ITT 39), more specifically,

In determining satisfaction as to the information submitted by the bidder who has been recommended for tender award, the Procuring Entity may conduct due diligence to the bidder's premises and at least three reference sites of previous assignments so as to establish whether the information provided in the bid submission is accurate (post-qualification).

Other conditions depending on their seriousness:

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last five (5) years. The required information shall be furnished in the appropriate form.

b) Pending Litigation

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

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last five (5) years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

1. FORM OF TENDER – (MANDATORY)

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer*

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

ITT No.: _____[insert number of ITT process]

Alternative No.: _____[insert identification No if this is a Tender f or

an alternative] To: _____[insert complete name of Procuring Entity]

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

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

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

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used

to apply the discounts];

- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following **commissions**, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

- a) *[Delete if not appropriate, or amend to suit]*We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination"

attached below.

- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (*specify website*) during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

i). TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE - (MANDATORY)

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____
Nationality _____ Country of Origin _____
Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

- i) Private or public Company _____
- ii) State the nominal and issued capital of the Company-
 Nominal Kenya Shillings (Equivalent).....
 Issued Kenya Shillings (Equivalent).....
- iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

f) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

g) Certification

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

Full Name_____

Title or Designation____

(Signature)

(Date)

ii). CERTIFICATE OF INDEPENDENT TENDER DETERMINATION - (MANDATORY)

I, the undersigned, in *submitting* the accompanying Letter of Tender to the__
_____ [Name of Procuring Entity]

for: _____

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

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

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

tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name_____

Title_____

Date

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

iii). SELF-DECLARATION FORMS - (MANDATORY)

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

iv). SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE - (MANDATORY)

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

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

.....

.....

..... (Title)

(Signature)

(Date)

Bidder's Official Stamp

v). DECLARATION AND COMMITMENT TO THE CODE OF ETHICS - (MANDATORY)

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

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

Name of Authorized
signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the
Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness
Name.....

Sign.....

Date.....

vi). APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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

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

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

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers),

Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the 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.

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

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

2. TENDERER INFORMATION FORM - (MANDATORY)

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

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

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

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

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

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

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

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

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

6. Tenderer's Authorized Representative Information

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

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

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

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

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

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

☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:

i) Legal and financial autonomy

ii) Operation under commercial law

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

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

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

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM – (NOT APPLICABLE)

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

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

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

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

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

5. FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

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

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

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

6. TENDER-SECURING DECLARATION FORM

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

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

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

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

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

Signed:.....

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

Name:

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

Seal or stamp

QUALIFICATION FORMS

7. FOREIGN TENDERERS 40% RULE – (NOT APPLICABLE)

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

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

8. FORM EQU: EQUIPMENT (NOT APPLICABLE)

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

9. FORM PER - 1 – (MANDATORY)

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

10. FORM PER-2: - (MANDATORY)

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

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

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

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

11. **DECLARATION – (MANDATORY)**

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

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

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

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

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

Name of Contractor's Representative or Key Personnel: _____ *[insert name]*
Signature: _____ Date: (day
month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____ Date: (day
month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION – (MANDATORY)

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

12. FORM ELI -1.1 Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

13. FORM ELI -1.2 – (NOT APPLICABLE)

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

Date: _____

ITT No. and title: _____

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

14. FORM CON –2 – (MANDATORY)

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

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

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title:

Financial Data

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

*Refer to ITT 15 for the exchange rate

15. FORM FIN – 3.1 – (MANDATORY)

Sources of Finance

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

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

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor3.1.The financial statements shall:

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

Attached are copies of financial statements¹for the_years required above ; and complying with the requirements

²If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

16. FORM FIN – 3.2 – (NOT APPLICABLE)

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
[indicate year]	[insert amount and indicate currency]		
Average Annual Construction Turnover *			

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

17. FORM FIN-3.3: - (MANDATORY)

Financial Resources

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

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

18. FORMFIN-3.4: -(MANDATORY)

Current Contract Commitments / Works in Progress

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

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

19. FORM EXP-4.1 – (NOT APPLICABLE)

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

_____ Page _____ of
_____ pages

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

20. FORM EXP -4.2(a) – (NOT APPLICABLE)**Specific Construction and Contract Management Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

21. FORMEXP-4.2(b) – (NOT APPLICABLE)**Construction Experience in Key Activities**

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT35): _____

ITT No. and title: _____

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

1. Key Activity No One: _____

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

³If applicable

Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:

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

2. Activity No.

Two 3.

.....

SCHEDULE FORMS

[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Procuring Entity's Requirements.]

PRICE SCHEDULE FOR SERVICES

SERVICES	AMOUNT QUOTED
Supply of a three-tier landscape Enterprise Resource Planning System and offering maintenance support	
Installation, Testing and Commissioning of a three-tier landscape Enterprise Resource Planning System	
Training and certification of ICT staff	
Annual maintenance and support services (for a period of 3 years)	
TOTAL AMOUNT	

Note: Annual SLA for maintenance and support services shall be renewed annually for a period of three years.

Notice To Bidders: Mandatory Compliance by All Contractors/Service Providers/Consultants

Reference is made to the Public Procurement Regulatory Circular PPRA/6/5 Vol II (224) ; Circular No 01/2024 dated 30th August 2024. In order, to provide funds for the capacity development of persons involved in public procurement and asset disposal proceedings through mentoring, and technical assistance, the Cabinet Secretary, National Treasury and Economic Planning, pursuant to Sections 24(5)(d) and 180 of the Act, issued the **Public Procurement Capacity Building Levy Order, 2023** (hereinafter referred to as 'The Levy Order, 2023') vide **Legal Notice No. 206 of 6th November, 2023**. Paragraph 3(1) of The Levy Order, 2023; provides that there **shall be paid a Levy by a supplier on all procurement contracts signed between the supplier and a procuring entity, at the rate of zero point zero three per centum (0.03%) of the value of the signed contract, exclusive of applicable taxes.**

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

1. Method Statement

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

2. Work Plan

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

3. Other Time Schedule

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

CONTRACT FORMS

1. NOTIFICATION OF INTENTION TO AWARD

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

Tenderer's Authorized Representative

Name:[insert Authorized Representative's name]

Address:[insert Authorized Representative's Address]

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

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

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

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

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

Contract title: [insert the name of the contract]

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

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

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

I). The successful Tenderer

Name:	[insert name of successful Tenderer]
Address:	[insert address of the successful Tenderer]
Contract price:	[insert contract price of the successful Tender]

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

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

iii). How to request a debriefing

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

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

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

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

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

Agency:*[insert name of Procuring Entity]*

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

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

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

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

iv. How to make a complaint

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

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

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

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

Agency:*[insert name of Procuring Entity]*

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

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be
6. refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke info@ppra.go.ke or

v). Stand still Period

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

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

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20.... 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 of20.....

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

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

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

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

Please return the attached Contract dully

signed

Authorized Signature:.....

.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4. FORM OF CONTRACT *[Form head paper of the Procuring Entity]* **LUMP SUM REMUNERATION**

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Description of the
Services Appendix B: Schedule
of Payments Appendix C:
Subcontractors Appendix D:
Breakdown of Contract Price
Appendix E: Services and Facilities Provided by the Procuring Entity

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

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in

their respective names as of the day and year first above written.

For and on behalf of _____ *[name of Procuring Entity]*
_____ *[Authorized Representative]*
For and on behalf of *[name of Service Provider]*
_____ *[Authorized Representative]*

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

For and on behalf of each of the Members of the Service Provider
..... *[name of member]*
..... *[Authorized Representative]*
..... *[name of member]*
..... *[Authorized Representative]*

5. FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]*

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

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

Alternative No.:*[Insert identification No if this is a Tender for an alternative]* **Date:***[Insert date of issue]*

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

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

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

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

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

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

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

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

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

[Signature(s)]

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

6. FORM OF TENDER SECURITY (TENDER BOND) *[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]* BOND NO. __

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

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

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

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

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

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

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the ir respective names this _____ day of _____ 20____.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

7. FORM OF TENDER-SECURING DECLARATION

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

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

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

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

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

the undersigned, declare that: We understand that, according to your conditions,

Tenders must be supported by a Tender-Securing Declaration.

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

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

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

Name of the Tenderer*_____

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

Title of the person signing the Tender_____

Signature of the person named above_____

Date signed_____day of_____,_____

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

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

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

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

TERMS OF REFERENCE

1.0 BACKGROUND

Overview

Kenya Ports Authority (KPA) is a State Corporation established by the Act of Parliament in the year 1978 mandated to manage and operate all Kenyan seaports and Inland waterways. This includes Mombasa, Lamu, Kisumu, Sio Port, Kendu Bay, Miriu Bay, Homa Bay, Malindi, Kilifi, Mtwapa, Kiunga, Shimoni, Funzi and Vanga amongst others. KPA also manages Inland Container Depots in Nairobi, Kisumu, Eldoret and Naivasha.

The Authority offers the following services : Marine Operations (pilotage, mooring, maintenance of aids to navigation, tug services, bunkering, conservancy, pollution control and Firefighting), Stevedoring (handling of cargo within the vessel and/or between the vessel and the quay or the next mode of transportation), Cargo Handling (shore handling, stuffing, stripping, storage among other services and Support Services (for vessels, marine crafts and crew calling its ports and terminals). The Authority also has numerous other Miscellaneous Port Services that she provides.

The Authority has since the year 2002 made great progress towards automation of its core business processes through the implementation of an Enterprise Resource Planning system in line with its vision of being a "World Class Ports of Choice".

The Authority runs on SAP ECC 6.0 EHP7 SP8 Non-Unicode System running Oracle 19c database with a size of 11TB, on-premise. This system supports key operations in Financial Accounting, Management Accounting, Billing, Human Resource Management, Procurement and Supplies Management, Fleet and Asset maintenance, Project Administration, Self-Service Portals and Health-care functions amongst others.

SAP ERP ECC 6.0 system will reach its end-of-life support by the end of 2027. Additionally, there have been changes in KPA's business and industry requirements, technological innovations and trade facilitation requirements.

KPA's mission is to provide efficient and competitive port services to facilitate global trade. With respect to these goals the Authority seeks to upgrade or acquire an ERP that will meet its business needs while incorporating advanced technology such as AI, Internet of Things (IoT), mobility, predictive analytics among others.

1.1. Objectives of this Implementation.

The implementation must realize the objectives below: -

- Automate, streamline and integrate core business processes by realizing all existing automated processes and advance automation of business processes going forward.
- **Centralize Information by consolidating** all business processes under one system. **Improve Efficiency** by adopting latest technological trends to optimize business processes.
- **Improve Decision-Making and Reporting.**
- **Ensure** compliance with industry standards and regulations.

1.2. Expected benefits.

The implementation **must** provide benefits that improve the current efficiencies, visibility and decision-making facets among others.

The key benefits include:

- Process Integration and operational efficiency.
- Data accuracy and visibility
- Real-time reporting and forecasting
- Regulatory Compliance and risk management
- Enhanced Customer Experience
- Enhance trade facilitation.

1.3. Scope of work

The scope of this engagement entails Supply, Installation, Testing and Commissioning of a three-tier landscape Enterprise Resource Planning System and offering maintenance support post go live. The contract should be completed within a period of thirty-six months from the date of signing the contract.

The following **must** be included:

- Financial and Management Accounting business processes
- Human Resource Management business processes
- Billing business processes
- Equipment and Infrastructure business processes
- Procurement and Supplies Management business processes
- Employee and Manager Self-Service Portal
- Workflow Automation
- Travel management business processes
- Project Management business processes
- Real Estate Management business processes
- Health Care Management business processes
- Administration management business processes
- Business Intelligence and Analytics
- Document Management business process
- User Access and Security Management
- Mobile and Web Accessibility
- Integration with KPA internal third-party systems
- Integration with external systems – Financial Institutions, Revenue Authorities
- Data migration services
- Facilitate Change Management process
- Provide technical specification and configuration documents
- Conduct Knowledge transfer to the technical and functional teams
- Secure connection between on-premise and cloud networks through a secure Virtual Private Network (VPN) connection or a dedicated private wide area network (WAN) link
- Enable integration with different file formats including word, excel, PDF, XML
- Enable automatic notifications to Microsoft Outlook
- Training and certification of ICT staff
- Commissioning and handing over
- Warranty Obligations for a one-year post go-live period
- Implementation of Service Level Agreements
- Provision of maintenance service post go-live

2.0 ACRONYMS USED IN THE TECHNICAL REQUIREMENTS

Acronym Table

TERM	EXPLANATION
SAP	System Applications Products
EHP	Enhancement Pack
ERP	Enterprise Resource Planning
ECC	Enterprise Core Component
SP	Service Pack
ACID	Atomicity, Consistency, Isolation, and Durability
IoT	Internet of Things
CPD	Continuous Professional Development
BUA	Built-Up Area
LOI	letter of intent
CPI	Consumer Price Index
NCA	National Construction Authority
NEMA	National Environmental Management Authority
MEP	Mechanical, Electrical, and Plumbing
WIP	Work-in-Progress
NLC	National Land Commission
NOC	No Objection Certificate
RFI	Request for Information
RFP	Request for Proposal
DP	Direct Procurement
CAPEX	Capital Expenditure
OPEX	Operational Expenditure
API	Application Programming Interface
REST	Representational State Transfer
SOAP	Simple Object Access Protocol
CRM	Customer Relationship Management
ESB	Enterprise service Bus
RBAC	Role based Access Control
SSO	Single Sign On
MFA	Multi Factor Authentication
DR	Disaster Recovery
RTO	Recovery Time Objective
JCO	Java Connector
RPO	Recovery Point Objective
PII	Personal Identifiable Information
TLS	Transport Layer Security
XML	Extensible Mark-up Language
IDOC	Intermediate Document
KWATOS	Kilindini Water Front Terminal Operating System

3.0 REQUIREMENTS SPECIFICATIONS

The ERP requirements are divided into four categories

- Business function requirements
- Technology & Architecture requirements
- Interface and Integration requirements
- Organization requirements

3.1 Business Function Requirements

The functional requirements are derived from the business processes of KPA, and they define in detail the functions that shall be provided by the system.

The Functional Specifications for the Enterprise Resource Planning (ERP) System are detailed below:

Human Resource Management Function

This outlines the business process requirements for development, configuration and customization of the features and functionalities of Human Resources module as indicated herein.

Hiring and Talent acquisition management

The solution shall manage all the stages of the hiring and talent acquisition process for both external and internal vacancies which include but are not limited to the following: -

- A request –to–recruit approval workflow.
- Input requirements of positions in the system (advert).
- Launch of the call for applications.
- Candidate application, in line with the requirements of the positions (online).
- Online/system-based profile matchup of applicants, sorting and evaluation, and generation of shortlist report in the pre-selection phase.
- Evaluation of candidates by the interviewer with the system giving the output of scores and ranking of candidates.
- Communication of results to applicants.
- Allow real-time information consultation and have a powerful reporting tool, and an analytics system to analyze the job vacancies and competency gaps regularly.
- Constitute a pool of applicants containing spontaneous applications.
- Monitor processes within the allotted time.
- Multi-Channel-Posting i.e. it must enable publishing of job offers on various online job portals to obtain the maximum reach.
- Allow applicant data to be transferred directly to Employee Master Data once the successful applicant is hired.
- Make provision for an internal application portal available to employees where they can apply for vacant positions and always view their application status.
- Enable vacant positions to be flagged off and directly added to the recruiting process.

Job Requisition Management:

- Enable a Job description database of all positions.
- Enable object-based relationships.
- Enable job requisition approval workflow.

Candidate relationship management

Support end to end process of sourcing, engaging and nurturing potential candidates including

- i. dynamic talent pool
- ii. segmentation by skills, experience and location
- iii. personalized outreach alerts i.e. job adverts and newsletters

Advertisement/job distribution

- Enable creation, approval, and automated publishing of job posting across multiple internal and external platforms
- Enable customization and configuration of advertisement user templates.

Candidate registration and application

- Enable internal and external applicants to self-register, maintain information, attach certificates and appropriate documents.
- Ensure validation of applicants based on username and password.

Candidate screening & interview coordination

- Enable recruiters to evaluate, shortlist and manage candidates efficiently through configurable screening criteria, automated scoring and integrated assessment tools ensuring that only qualified candidates progress to subsequent recruitment stages.
- Enable calendar integration for scheduling interviews.
- Enable customization and configuration of interview templates.
- Enable candidate satisfaction survey.

Candidate Offer Management & approvals

- Support creation, configuration and approval of employment offers enabling recruiters and hiring managers to generate offer/ regret letters route them through multilevel approval workflows and manage candidate acceptance and onboarding readiness in a secure and auditable manner.
- Enable configuration of feedback offer templates.
- Reporting and tracking Diversity Equity and Inclusion metrics (Ethnicity, Age, Gender and Disability status).

Onboarding and induction

- Facilitate the end-to-end process of integrating newly employees into the organization enabling digital completion of pre employment requirements documentation, orientation scheduling and induction program management through a centralized and automated platform
- Enable development plans.
- Enable document verification and compliance.
- Enable IT and systems provisioning.
- Enable probation period management.

Staff appointments

- Enable standardization of the evaluation of candidates for promotion, acting appointments, and transfers by comparing an employee's qualifications, experience, training, and skills to the requirements of a target position via eligibility simulation.
- Enable automatic comparison of individual profile with the position requirements and calculation of a match score.
- Provide for the simulation of multiple candidates against a position or simulation of an individual against multiple positions.

- Suggest training or certifications needed to bridge the gap based on eligibility/ineligibility status for the position(s).
- The system should be able to capture acting appointments with the following items in place:
 -
 - i. The acting appointment approval.
 - ii. The position the staff is acting against, including post number and grade.
 - iii. Start and end dates of the appointment.
 - iv. Benefits applicable for the acting appointment.

Payroll Management

The ERP system shall provide comprehensive automated and compliant payroll processing capability enabling accurate calculation of employee's earnings, deductions benefits, statutory and non-statutory contributions while ensuring seamless integration with HR time and attendance, finance and other relevant modules. The ERP shall,

- Enable multi-currency salary processing in compliance with the statutory regulations and requirements.
- Enable regional (East African countries) tax localization
- Enable customization and generation of monthly pay slip, P9 and earning history in pdf format on employee self-service portal.
- Enable tracking of payroll processes.
- Enable payroll audit logs
- Automate process of employee applications for salary advance(s).

Time Management

The ERP shall enable accurate capture, tracking and management of employee working hours, attendance & absence records, and shift schedules including

- Enable time-in, time-out logs. and integration with biometric devices
- Enable maintenance of employee absences.
- Enable shift scheduling, roster planning, shift substitutions.
- Enable creation and configuration of holidays.
- Enable integration with payroll and other relevant modules.
- Enable customization and configuration of time templates.

Learning and Development

The solution should encompass tools and functionalities that will allow tracking of employee training, skill acquisition, and overall professional development. The platform should enable the HR function to manage learning programs effectively, assess employee progress, and ensure that training aligns with both individual career paths and organizational objectives. The ERP should

- Enable designing training programs
- Enable employee maintenance and updating of skill inventory/qualifications with appropriate certified attachments
- Enable individual development planning with integration with relevant modules including performance management system
- Enable training needs analysis
- Enable automation of training plan
- Enable training calendar and scheduling of trainings
- Enable creation and customization of process workflows
- Enable tracking of training processes and training effectiveness evaluation
- Ensure integration with other relevant modules, including finance and time and attendance.

- Enable sending of customized and configured emails and notifications.
- Enable role-based access control and data encryption.
- Enable E-learning platforms and LMS (Learning Management System). Functionality for knowledge management.
- Enable automatic maintenance of time off and study leave once approved as an absence.
- Enable training calendar and scheduling of training
- Enable customization and configuration of training templates e.g. training nomination forms, training evaluation and impact assessment forms.
- Enable restrictions on training applications e.g. by staff who apply for a course already undertaken for second time.
- Enable automation of payment of invoices for service providers after completion of training programs.
- Enable integration with Payroll for payment of resource persons after completion of training programs.
- Support learners via scheduling, release of staff, notifications, registration, time off.
- Enable tracking of mandatory training related to regulatory requirements and CPD. It should automatically assign required courses based on job roles, track completion, and manage recurring certifications.

Performance Management

The ERP should facilitate a comprehensive and continuous performance evaluation process enabling goal setting, progress tracking, competency assessment and performance reviews to align individual contribution

Goal/Objective setting

- Enable customization of appraisal templates for different levels (Corporate, Departmental, Divisional and individual employee level).
- Ensure workflow mapping process between employee and supervisor as per the approved organizational reporting structure.
- Configure employee appraisal template(s)
- Ensure automated appraisal template generation for users
- Enable capturing of employee performance plan
- Enable supervisor to approve or reject performance plan
- Enable workflow status identification and change
- Enable mapping of balanced scorecard perspectives and fields.

Mid-year appraisal

- Configure mid-year employee appraisal template(s).
- Enable customization of appraisal templates for different levels (Corporate, Departmental, Divisional and individual employee level).
- Enable Mid-year self-review and rating.
- Enable Mid-Year supervisor review and rating.
- Enable employees to attach performance evidence.
- Enable workflow status identification and change.

Final year appraisal

- Enable employee end year self-review and rating
- Enable supervisor end year review and rating
- Ensure generation of final scores for employees at the end of the appraisal cycle.
- Enable supervisor to approve final rating
- Enable employees to accept/disagree with final rating.

- Enable capturing performance gaps and development needs
- Enable integration with Learning and Development module.
- Enable reports and develop custom reports and dashboards with metrics.
- Enable customization of appraisal templates for different levels (Corporate, Departmental, Divisional and individual employee level).
- Enable employees to attach performance evidence.
- Enable sending of configured notifications to appraisers and appraisees.
- Enable workflow of appraisal documents and approvals.
- Enable workflow status identification and change.
- Enable performance improvement plan development and implementation.

Organization Structure/establishment

The ERP system shall provide a centralized and dynamic framework for defining maintaining and visualizing the organizations hierarchy including positions, departments, divisions reporting lines and cost centers to support accurate workforce planning and system wide data integrity including,

- The system must identify organization structure elements uniquely.
- The system must be able to maintain history of changes done to the organization structure elements.
- Enable creation and customization of relationships between organization types and relevant organization elements.
- Enable creation and customization of organization elements-based relationships.
- It should allow only for one active organizational structure at a time but maintain history of previous structures.
- The system must produce reports, including the following reports: -
 - i. Organizational structure reporting by workstation.
 - ii. Organizational structure reporting by department/divisions.
 - iii. Open and filled positions reporting.
 - iv. Number of open positions and prompts when a position falls vacant.

Employee Master Data Management

The ERP system shall provide a centralized process of collecting, organizing, maintaining and securing all critical employee information including,

- i. Staff number (autogenerated)
- ii. Nationality
- iii. Ethnicity
- iv. Disability status and indicator
- v. Gender
- vi. KRA PIN Details
- vii. NSSF Details
- viii. SHIF Details
- ix. HELB status
- x. ID/Passport number
- xi. Marital status
- xii. Date of birth
- xiii. Employees names (First name, Middle Name, Surname, Form of Address).
- xiv. Contacts (Phone Number, Postal Address, physical address, and Email etc.)
- xv. Spouse (s) details: name, ID number, and contacts (Phone number, Postal Address, Email etc.)
- xvi. Dependants: Age, Gender, relation (daughter, son, adopted).
- xvii. County of origin.

- xviii. Next of kin details: Names, ID number, and contacts.
- xix. Employee and dependants' photos.
- xx. Employee qualifications, experience and skills.
- xxi. Previous employer details.
- xxii. Employment date.
- xxiii. Position.
- xxiv. Staff category (Chief officer, senior management, middle management, Junior management, non-management staff).
- xxv. Department/Division.
- xxvi. Employment status (contract, permanent, probation, temporary).
- xxvii. Ability to add/delete any bio data as necessary by authorized user(s).
- Enable self-registration/de-registration of employee dependents with necessary approvals and documentation through employee self-service portal
- Enable display of current employee master data as maintained.
- Enable maintaining of employee master data information and attachment of relevant documents.
- Automate the process of staff recognition as persons living with disability including necessary attachments and the approval process on workflow.

Grievance and discipline management

The ERP system shall enable the recording, tracking, investigations and resolution of employee grievances and disciplinary cases ensuring transparency, compliance with organizational policy and timely resolution through structured workflows

- Enable system-based employee complaint handling.
- Enable system initiated and managed disciplinary actions (warnings, suspensions, terminations).
- Maintain a history of disciplinary action taken against an employee
- Disciplinary module should be interfaced with payroll processing and other relevant modules.

Leave Management

The ERP system shall automate the administration, tracking and approval of employee leave and absence request ensuring policy compliance, transparency and seamless integration with time attendance and payroll processes

- The absence shall include the following leave types: -
 - i. Annual leave
 - ii. Maternity leave
 - iii. Paternity Leave
 - iv. Study leave
 - v. Compassionate leave
 - vi. Terminal Leave
 - vii. Child adoption leave
 - viii. Leave travelling days (hardship areas)
- Automate process of requesting and payment of leave allowance.

Exit Management

The ERP system shall enable structured, compliant and transparent handling of employee separation, including resignation, retirement, termination and contract completion while

ensuring that all approvals, recoveries and clearance are completed before exit

- Enable maintaining of exit interview information, attachment of appropriate documents.
- Enable configuration/maintenance of template(s) for the process.

Clearance and final settlements

The ERP system shall facilitate systematic coordination, approval and processing of employee clearance and final payments during separation while ensuring full compliance with organizational policies.

- Enable maintenance of clearance information, and attachment of appropriate documents in the system.

Employee initiated transfer requests

The ERP system shall enable employees to submit, track and manage internal transfer requests across divisions, and reassignment while providing workflow for approval and executions.

- Enable maintaining of transfer information, attachments and appropriate documentation.

Succession planning

The ERP system shall enable the identification, assessment and development of high potential employees to ensure leadership continuity and organization resilience through data driven talent mapping, readiness assessment and career development planning.

- Enable maintaining of succession planning information, attachments and appropriate documentation.
- Enable identification of key positions.
- Enable building of profile for each key position.
- Enable running of competency/skills gap analysis.
- Enable updating of individual career development plans.
- Enable career pathing and leadership pipeline development

Reporting & Analytics

The ERP system shall enable real-time data analysis, visualization and reporting across all HR domains providing actionable insights to support strategic workforce planning, decision-making and performance optimization to include the following:

- Absence rate.
- Lost manhours.
- Count of active disciplinary cases.
- Status of active disciplinary cases.
- Average time of active disciplinary cases.
- Staff on salary stoppage.
- Staff exit satisfaction rate.
- Trend analysis for disciplinary cases.
- Total number of staffs' dependents
- Approved succession plans implemented.
- Retention rate of critical positions.
- Internal mobility rate.
- Pipeline utilization (% of key positions filled internally).
- Succession pipeline depth (% of key roles with at least one identified successor).
- Bench strength (% of key positions with a ready successor).
- Number and % of key positions identified.
- Number and % of vacant key positions.
- Percentage of ready successors.
- % of key/critical positions without a suitable replacement.

- HR expenses per employee.
- Turnover rate.
- Retention rate.
- Number of active employees.
- Median age.
- Median length of employment.
- Median salary.
- Gender diversity ratio.
- Staff ethnicity ratio.
- Staff disability ratio.
- Age distribution.
- Cost per hire.
- Recruitment costs.
- Qualified candidates per position.
- Time to fill vacancy.
- Percentage of posts filled internally.
- Percentage of posts filled externally.
- Time since last promotion.
- Promotion rate.
- Offer Acceptance rate.
- Diversity of candidates.
- Interviewee satisfaction rate.
- On-boarding satisfaction rate.
- Training completion rate.
- Training expenses per employee.
- Total training investment/cost.
- Training hours per employee.
- Number of trained employees.
- Average training duration.
- Training satisfaction rate.
- Training cost per hour.
- Job performance post-training.
- Workforce competency rate.
- Number of lost workdays per employee.
- Average absence duration.
- Average overtime.
- Total overtime cost.
- Overtime frequency rate.
- Overtime as a percentage of basic salary.
- Total Payroll costs.
- Average pay per employee.
- Payroll cost trend analysis.
- Outstanding grievances.
- Percentage of employee grievances resolved.
- Time to resolve grievances.
- % of appraised employees.
- Midyear appraisal completion rate.
- Average performance.
- % of staff who exceeded performance target.
- % of staff who met performance target.
- % of staff who did not meet performance target.

Provide comprehensive, integrated reporting and analytics framework that consolidate data from all functional modules to deliver real-time accurate and actionable insights for decision-making.

Reporting Requirements

The system should support

- Standard reports
- Custom reports
- Real-time data access
- Automated Reporting i.e. Scheduling and distribution of reports.
- Compliance and Audit Reports

Analytics requirements

- Data Visualization
- Advanced Analytics
- Data Integration
- Self-Service Analytics
- Data Governance and Security

Administration

Pre-Schools:

The ERP system shall automate and integrate all key administrative academic and operational tasks in early childhood tasks in education. The system shall,

- Enable online registration and admission including attachment of documents
- Enable student profile management including medical and allergy details
- Enable attendance tracking.
- Document management including birth certificate, vaccination records.
- Enable integration with other systems including ministry of Education i.e. National Centre for Early Childhood Education (NACECE)
- Teacher attendance and schedule management
- Enable classroom planning and assignment tracking including lesson plan and activity scheduling
- Automated fee invoice and receipts generation

Transport services

The ERP shall enable planning, management, tracking and optimization of transport operations.

The ERP system shall enable,

- Registration and tracking of all vehicles per category i.e. cars, buses, trucks, motorcycles, pickups among others
- Vehicle assignment to departments, projects and specific assignments
- Real-time vehicle status if available, in use or under maintenance
- Driver profile management (license, contact, ID, employment details)
- Driver duty roster and assignment scheduling
- Performance tracking and feedback logging
- License and certification renewal reminders
- Online request form for staff to book transport for official duties
- Approval workflow staff supervisor → Transport Officer → Driver
- Automatic vehicle and driver assignment based on availability
- Trip scheduling with start/end time, route, and destination
- Fuel requisition and approval workflow
- Record and monitor fuel consumption per vehicle

- Integration with fuel card or vendor systems
- Track mileage efficiency

Records & documents Management

The ERP system shall provide a secure centralized and easily accessible repository for employee information and documents enabling efficient record maintenance, version control ensuring compliance with data retention and privacy regulations.

- Enable display, maintaining and change/update of scanned employee records.
- Physical file creation – Automate registration and assign a digital ID to the file.
- Use of e-request and access controls for access and dissemination of records.
- Enable use of system generated file transfer forms in archiving.

Health Care Management Function

The ERP system shall provide a centralized platform for managing employees and dependent medical services including clinic operation, patient registration, medical records, prescription and billing while integrating with HR and payroll module.

Patient registration, Identification and Access Control

The ERP system shall:

- Interface with the Medical Biometric System to verify employees and their registered dependents at KPA medical facilities.
- Create an electronic medical record for each patient.
- Provide biometric verification and eligibility to access medical services, confirm and display available medical benefit limits and issue a medical visit ticket.
- Perform real time updates of medical benefits as they are utilized.
- Record each visit and update employee Health record.
- Generate reports on patient turnaround time for service delivery monitoring.

Consultation, Case Management and Nursing Services

The ERP system shall cover patient consultation, case management and nursing services, the module shall automate patient consultation and related services end to end. The ERP system shall

- Generate a visit ticket with a unique sequential visit number and assign the patient to an available doctor.
- Provide an interface to capture triage readings including but not limited to: Patients' weight, height, and automatic computation of BMI.
- Provide a dashboard displaying entered triage data.
- Provide the doctor with an interface access to the patient's Electronic Medical Record (EMR) to view their past medical history.
- Provide the doctor with an interface to capture medical diagnosis and prescribe medication.
- Provide Doctors with interface to refer the patient internally to the laboratory, pharmacy, injection room, dressing room, minor theatre, MCH or the inpatient wards.
- Cost the medical services offered and deduct from the staff medical benefits in real time.
- Where necessary generate LPO's for procurement of external medical services within the same workflow.

Laboratory and Diagnostic Services

The ERP system shall cover laboratory and diagnostic services. The laboratory module shall automate the laboratory services requisition and automate end-to-end processes. The ERP

system shall

- Interface with consultation module to accept request laboratory services requests from doctors.to the Lab Technician's queue.
- Provide an interface for recording tests results and upload findings into the patient's EMR.
- Update the patient EMR and Create a notification to the doctor when results are ready for review and can update the patient's treatment plan as needed.

Referrals and External Medical Services

The ERP system shall cover doctor's referrals and external medical services. The medical module shall automate the referral processes end to end. The ERP system shall

- Where necessary, provide the doctor with a interface to create an electronic referral to an approved external medical provider.
- Generate and send an electronic Local Purchase Order (LPO) to the third-party hospital
- Provide the referral hospital with a portal to view and acknowledge the LPO electronically and submit the service report or invoice for reconciliation and payment.
- Ensure all referrals count against the employee's medical benefit limit

Prescription and pharmacy management

The ERP system shall cover pharmacy and prescriptions management. The medical module shall automate the management of prescriptions and pharmaceutical services end to end. The ERP system shall:

- view the prescription, check availability, and provide the medication as required.
- Automatically update stock levels, keep track of batches, and mark low-stock items for restocking
- cost the dispensed drugs and post to the correct benefit limit

Billing costing and benefit management

The medical module shall automate the billing and benefit management processes from end to end. The ERP system shall

- Automatically calculate the cost of drugs, lab tests, and all other medical commodities for each visit.
- Verify the patient's annual medical limit, as defined in HR records, and update the available balance in real-time.
- Validate external bills and post for payment processing.
- Recover non-covered costs from employee deductions, where applicable.
- Integrate seamlessly with the Medical biometric system.

Reporting and analytics

This ERP system shall have report and analytics tools to generate detailed and summary reports, including but not limited to:

- Daily, weekly, and monthly patient visits per facility/doctor.
- Medical visit duration/turnaround time report for every workflow step.
- Employee/dependent utilization of medical benefits.
- Drug consumption, stock variance, and expiry tracking.
- Medical stock consumption and forecasting reports per SKU
- Laboratory test volume, turnaround times, and result statistics.
- Referrals summary and cost analysis by external provider.
- Medical expenditure reports by cost center, department, or financial year.
- Disease prevalence and treatment outcome dashboards.
- SHIF/insurance claim reports.
- Exception reports for limit overruns, duplicate visits, and unapproved referrals.

- Transfer of invoices from the Medical Biometric System to the ERP system via the integration of payment processing for all external services and commodities procured.

Integration Requirements

This ERP system shall have integration capabilities with internal and third-party systems including:

- Medical Biometric System: For patient identification, ticket generation, and benefit validation/management and billing.
- ERP HR Module: To validate employee details, dependents, and benefit management including limit definition and allocation. To manage time data with reference to sick leave, hospital admission, admission for rehabilitation and sick leave exceeding 90 days.
- ERP Finance Module: For billing, cost posting, and payments to external providers.
- ERP Procurement Module: For LPO generation, stock replenishment, and supplier management.
- ERP Materials Management Module: For plan stock control, LIFO/FIFO and consumption-based procurement forecasting
- Email & Outlook: For notifications, referrals, and reminders.

Finance and Management Accounting function

The ERP system shall provide a financial management platform that enables accurate recording, control and reporting of all financial transactions. The system shall support general ledger, account payable, account receivables, cash management, budgeting and financial reporting ensuring compliance with accounting standards transparency and real time financial visibility.

Billing and Customer Relations

Marine Billing

The ERP system must fulfil the following functional capabilities:

- Facilitate end-to-end automation of marine billing process, from service request to invoice generation.
- Support the creation, maintenance, and classification of tariff clauses to ensure accurate billing and inventory control.
- Enable seamless integration between the ERP billing module and Kenya Ports Authority's third-party system for automatic generation of sales orders.
- Provide full functionality to display, edit, and delete sales orders within the ERP environment.
- Automatically generate invoices from sales orders and interface them with the financial accounting for payment processing.
- Generate CU number from e-TIMs integration and apply it on the bill output while recording the number against the invoice in the database
- Offer real-time visibility into billing status and maintain comprehensive change and error logs for monitoring and troubleshooting.
- Generate and deliver vessel clearance certificates to the customer portal upon confirmation of payment.
- Produce detailed reports summarizing vessel-related data, including associated revenue classifications.
- Allow debit and credit memo requests to be tied directly to the original invoice for audit and reconciliation purposes.

Cargo Billing

The ERP system must fulfil the following functional capabilities:

- Automate the complete cargo billing lifecycle, from service initiation to invoice generation and posting to financial accounting.
- Support the creation, maintenance, and classification of tariff clauses to ensure accurate billing and inventory control.
- Ensure seamless integration between the ERP billing module and the Kenya Ports Authority's TOS for automatic generation of sales orders.
- Provide functionality to view, modify, and delete sales orders within the system.
- Generate invoices directly from sales orders and interface them with the financial accounting module for payment processing.
- Generate CU number from e-TIMs integration and apply it on the bill output which recording it in the database against the respective bill
- Offer real-time visibility into billing statuses and maintain comprehensive changes and error logs for effective issue tracking and resolution.
- Support the creation of debit and credit memo requests with direct reference to the original invoice for tracking, audit and reconciliation purposes.
- Automate the billing process for bulk cargo by integrating with manifest data and shore scale meters to ensure accurate and timely invoicing, including the automatic population of consignee PINs and their associated clearing agent accounts.
- Automate crude oil billing by integrating with manifest data and flowmeters to ensure accurate and timely invoicing.
- Integrate reefer container plug-in time data directly into the billing system to ensure precise billing of refrigeration services.
- Implement robust data validation mechanisms during integration with third-party systems to ensure data integrity and consistency.

Non shipping Services

The ERP system must fulfil the following functional capabilities:

- Automate the complete billing process for non-shipping services, from initiation to invoice generation and financial integration.
- Support the creation, maintenance, and classification of tariff clauses to ensure accurate billing and inventory control.
- Provide a dedicated feature or tab within the system to upload, store, and manage contract documents, including access to historical records.
- Include a fully functional Real Estate module to manage property-related contracts, transactions, leases, and billing activities.
- Generate CU number from e-TIMs integration and apply it on the bill output and record the number against the bill in the database
- Enable automatic capture of billing data for equipment hire through seamless integration with third party systems.
- Offer real-time visibility into billing status and maintain detailed change and error logs to support efficient tracking and resolution of issues.
- Automate all miscellaneous collections including licenses, port passes, sale of assets/scrap, tender deposits etc.

Outer Ports and Ferry Service

The ERP system must fulfil the following functional capabilities:

- Automate the accounting of the collection process at the ferry services.
- Automate the collection process for outer ports services.

Customer Relations

The ERP system must fulfil the following functional capabilities:

- Provide a Customer Engagement module to manage, track, and respond to customer interactions, including complaints, compliments, and service-related feedback.
- Include a configurable escalation matrix to route unresolved or critical customer issues to appropriate levels of authority, ensuring timely resolution and accountability.

Financial Accounting

General Ledger

The ERP system must fulfil the following functional capabilities:

- Automate the end-to-end general ledger process, including journal entry, posting, reconciliation, and reporting.
- Support the creation, classification, and maintenance of general ledger accounts.
- Define and manage a flexible chart of accounts that accommodates both open-item and line item-managed accounts.
- Enable configuration of fiscal years and tax periods, including functionality for opening, adjusting, and closing periods.
- Enable parallel accounting.
- Support multi-currency transactions with automatic exchange rate updates and foreign currency valuation to reflect current market rates.
- Ensure real-time integration with all other core business functions.
- Support real-time journal entry posting and validation.
- Provide customizable approval workflows for journal entries and financial adjustments.
- Support accruals, reversals, recurring entries, distribution, and allocations.
- Automate impairment of receivables/debtors, prepayment processing, and end-of-year accruals and reversals.
- Ensure real-time updates and reconciliation with sub-ledgers including:
 - Accounts Payable (AP).
 - Accounts Receivable (AR).
 - Cash/Bank Management.
 - Asset Management.
 - Inventory management.
- Maintain a comprehensive audit trail for all financial transactions within the ERP system.
- Enable drill-down capabilities from financial reports to source transactions for transparency and traceability.
- Provide built-in financial reports including:
 - Balance Sheet.
 - Trial Balance.
 - Income Statement.
 - Cash Flow Statement.
 - Statement on changes in Equity.
- Support custom report builders for user-defined reporting needs.
- Offer export functionalities to formats such as Excel, Word, and PDF.
- Support the following year-end processes:
 - Reconciliation and closure of subsidiary ledgers (AP, AR, FA).
 - Carry-forward balances to the new fiscal year.
 - Adjusting, reversing, and recurring entries.
 - Foreign currency revaluation.
 - Year-end depreciation run and asset closing.
 - Fiscal year change in asset accounting.

- Reopening of prior asset years if necessary.
- Provision of at least three (3) non-calendar fiscal periods for processing end year adjustments.
- Ensure financial statement formats are flexible and conform to published accounts, IFRS standards, and Kenyan tax laws.
- Provide real-time validation of transactions.

Stock Accounting

The ERP system must fulfil the following functional capabilities:

- Automate the complete stock accounting process, covering procurement, inventory valuation, price adjustments, and financial integration.
- Ensure automatic updates to both financial and inventory ledgers upon stock movements, purchases, returns, and adjustments.
- Provide real-time visibility of stock valuation across multiple storage locations, with automated updates triggered by purchasing and return transactions.
- Support multiple costing methods including:
 - First-In, First-Out (FIFO).
 - Last-In, First-Out (LIFO).
 - Weighted Average Cost.
 - Standard Costing.
- Automate the generation of aging reports to monitor stock shelf life, turnover, and obsolescence.
- Include functionality to process and record stock write-offs due to damage, expiry, or loss, with appropriate financial impact.

Taxation

The ERP system must fulfil the following functional capabilities:

- Automate tax computations for all sales, purchase, and service transactions, ensuring accuracy and consistency across modules.
- Handle multiple tax categories including Value Added Tax (VAT), Withholding Tax, and other applicable statutory levies.
- Enable real-time updates of tax rates and rules based on jurisdiction-specific regulations and changes.
- Ensure full traceability of tax data from statutory returns to the originating source transactions.
- Generate statutory tax reports that comply with country-specific formats and regulatory requirements.
- Maintain complete audit trails for all tax calculations, postings, and adjustments to support internal and external audits.
- Seamlessly synchronize tax data with General Ledger (GL), Accounts Payable (AP), Assets and Accounts Receivable (AR) modules.
- Reflect the financial impact of tax transactions on key financial statements and cash flow reports.
- Automate the recognition and reversal of deferred tax liabilities and assets in accordance with accounting standards.
- Provide flexible reporting tools to customize tax ledger outputs based on user-defined parameters and formats.

Asset Accounting

The ERP system must fulfil the following functional capabilities:

- Automate the complete asset accounting process, covering acquisition, depreciation, transfer, de/revaluation, disposal, and financial integration.

- Support the classification and registration of assets with unique identifiers, categorized by type, location, and department/division.
- Enable tracking, maintenance, and optimization of assets throughout their lifecycle, aligned with industry best practices.
- Provide full traceability of assets from initial acquisition through to disposal or retirement.
- Asset creation and retirement actions to auto create & auto delete land, basic constructions, buildings and/or equipment in the engineering module for maintenance
- Support multiple depreciation methods including:
 - Straight Line.
 - Declining Balance.
 - Other configurable options as per accounting standards.
- Automatically post depreciation and asset-related expenses to the General Ledger (GL) in real time.
- Ensure synchronization of asset master data between the Asset Accounting module and Equipment & Infrastructure maintenance system.
- Maintain complete audit trails for all asset-related transactions to support internal controls and external audits.
- Generate customized reports based on asset class/type, location, division, or department, with flexible filtering and export options.
- Support reconciliation between the asset subledger and the General Ledger to ensure financial accuracy.
- Calculate gain or loss on asset disposal or retirement and reflect the impact on financial statements.
- Enable integration with third party solutions for asset inventory management.

Claims Management

The ERP system must fulfil the following functional capabilities:

- Automate the full lifecycle of the claims processes linked to the contested invoice including status management, from initiation to resolution.
- Offer customers a secure, user-friendly self-service interface to initiate claims or disputes.
- Implement multi-level approval workflows involving Finance, Commercial and Operations departments.
- Provide real-time case status updates to customers, with automated notifications indicating progress stages such as "Under Review," "Awaiting Information," or "Solution Proposed."

Refund Processing

The ERP system must fulfil the following functional capabilities:

- Automation of the entire refund process, covering initiation, validation, approval, and disbursement.
- Support for partial, full, and credit-based refunds, aligned with applicable tax regulations.
- Real-time updates to Accounts Payable (AP), Accounts Receivable (AR), and General Ledger (GL) to maintain financial accuracy.

Audit and Compliance

To ensure transparency and regulatory compliance, the ERP system must:

- Maintain a complete audit trail for all claims and refund transactions, capturing user actions, timestamps, and approval history.
- Provide secure storage and retrieval of supporting documents related to claims and refunds, ensuring data integrity and accessibility for audit.

Credit Control

The proposed ERP system must support a fully automated and integrated credit control process, encompassing customer onboarding, payment processing, collections management, reporting, and customer self-service capabilities.

Automated Credit Control Process

Automate the end-to-end credit control lifecycle, including credit assessment, monitoring, collections, and risk management.

Customer Registration and Master Data Management

The ERP system must fulfil the following functional capabilities:

- Customers self-register via the customer portal, including uploading certificates and supporting documents.
- Enable customer self-service registration requests integrate with ERP for further processing of customer registration.
- Allow customers to track the status of their registration applications in real time.
- Detect and prevent creation of duplicate customer master records.
- Provide functionality to flag, block, change, or display customer master data, with configurable approval workflows.

Payment Processing

The ERP system must fulfil the following functional capabilities:

- Integrate with multiple payment gateways (e.g., banks, M-Pesa) to support diverse payment methods.
- Enable real-time payment posting, reconciliation, and financial updates.
- Provide aging analysis of outstanding invoices to support credit and collections decisions.
- Include functionality for provisioning bad debt.

Collections Management

The ERP system must fulfil the following functional capabilities:

- Categorize customers by risk level to prioritize collection efforts.
- Automate dunning processes and reminder workflows based on predefined rules.
- Escalate high-risk accounts through configurable workflow notification.
- Track and manage "promise to pay" commitments with follow-up scheduling.
- Enable generation and delivery of follow-up communications (emails or printed letters).
- Provide reports with the following features:
 - Outstanding invoices segmented by officer, customer, age, and region.
 - Logged follow-up actions (calls, reminders, letters, meetings) with next action dates recorded in the customer account.

Reporting and Audit

The ERP system must fulfil the following functional capabilities:

- Support customizable reports and dashboards tailored to user roles and business needs.
- Maintain full audit trail for all Accounts Receivable (AR) transactions, including user actions and timestamps.

Integrations and Automation

The ERP system must fulfil the following functional capabilities:

- Seamlessly integrate with General Ledger (GL), Sales, and Inventory modules.

Customer Portal Capabilities

The ERP system must include a secure, browser-friendly portal that allows customers to:

- View and download invoices and account statements
- Track account balances and payment history
- Initiate and manage payment disputes
- Seamlessly provide invoices, payment settlement, dispute lodgment, statements of accounts etc. within the portal.
- Ensure the portal is accessible from any standard web browser without requiring specialized software.
- Provide real-time data synchronization with Financial Accounting (FI) and Accounts Receivable (AR) modules to reflect accurate customer account status.
- Include access to FAQs and troubleshooting guides to assist customers with common issues and inquiries.
- Integrate secure payment gateways to facilitate online transactions, ensuring compliance with data protection and financial security standards.
- Enable secure upload and storage of supporting documents, accessible to both customers and internal teams as needed.
- Allow customers to verify their year-end balances, with confirmations automatically recorded in the ERP system and/or sent via email.
- Facilitate payment by consignees designated as withholding VAT agents.

Funds Control

The proposed ERP system must support a fully automated, end-to-end funds control process encompassing staff payments, payroll, cash office operations, customer receipting, loans and investments, bank reconciliation, and accounts payable.

Staff Payments and Reconciliation

The ERP system must fulfil the following functional capabilities:

- Automate the complete staff payment and reconciliation process.
- Support customizable workflows aligned with organizational policies and approval hierarchies.
- Track and log all changes made to transactions for audit and transparency.
- Provide configurable reporting tools tailored to user-specific needs.

Payroll Payments

The ERP system must fulfil the following functional capabilities:

- Automate all non-payroll related payments, including clearance processes for retirees.

Cash Office Operations

The ERP system must fulfil the following functional capabilities:

- Automate the full cash office lifecycle, from payment initiation to disbursement.
- Allow users to view, save, and print remittance advice post-payment.
- Support automated processing of non-payroll payments to staff with SACCO accounts.
- Facilitate electronic generation, printing, and disbursement of checks to vendors and third parties.

Customer Receipting

The ERP system must fulfil the following functional capabilities:

- Automate the customer receipting process end-to-end.

- Generate and issue digital receipts using dynamic, configurable smart forms.
- Ensure all ERP-processed payments reflect on the customer portal, with options to view, download, and print receipts.

Loans and Investments

The ERP system must fulfil the following functional capabilities:

- Automate the full lifecycle of loans and investment management.
- Include a comprehensive loans module with capabilities to:
 - Create and track multiple loan types.
 - Automate instalment schedules and payment tracking.
 - Generate lender repayment history reports.
 - Track both short-term and long-term investments.
- Maintain audit trails for all financial and investment transactions.
- Provide performance, risk exposure, liquidity, and return reports.
- Synchronize loan and investment transactions in real time with GL and financial statements.
- Automate journal entries for disbursements, repayments, and investment returns.
- Support customizable workflows for investment proposals and financial approvals.
- Comply with international financial standards such as IFRS.

Bank Reconciliation

The ERP system must fulfil the following functional capabilities:

- Automate the entire bank reconciliation process.
- Create bank master data including:
 - Bank country, Bank name, bank branch, bank code, swift code. IBAN code, Postal code.
- Support automated posting of bank statements.
- Integrate securely with banking partners for MT940 statements.
- Allow scheduled or real-time import of bank statements.
- Use rule-based matching to reconcile bank transactions with open items (invoices, payments).
- Support foreign currency transactions with automatic conversion and discrepancy flagging.
- Provide configurable currency settings, exchange rates, and rounding rules.
- Allow capturing of exchange rate updates.
- Generate daily, weekly, and monthly reconciliation summaries.
- Provide quick access to historical reconciliation records.
- Accept multiple file formats (.txt, .csv, .xml, etc.).
- Match external bank transactions to ERP records using predefined posting rules.
- Automate posting to GL, AR, AP, or cash management modules.
- Offer a modern, interactive interface for side-by-side viewing and filtering of bank and ERP transactions.

Accounts Payable

The ERP system must fulfil the following functional capabilities:

- Automate the invoice lifecycle with configurable approval workflows.
- Support invoicing for both PO-based and non-PO services.
- Enable creation and maintenance of vendor master records.
- Detect duplicate invoices and flag potential fraud for non-PO services.
- Validate invoices using 3-way matching (PO, GR, and invoice).
- Include comprehensive vendor master fields not limited to the following:
 - Name, Address, Tax ID, Bank Details, Payment Terms, Withholding Tax, Accounting Info, Payment Method, Directors/Contact Person, Email, Telephone number etc.
- Validate and control duplicate vendor master creation.
- Integrate seamlessly with Procurement, Human Resource, and AR modules.

- Support vendor master data actions (flag for deletion, block, change, display) with workflow approval levels.
- Maintain audit trails for all AP transactions.
- Provide vendor aging reports and payment forecasts.
- Link down payment requests to purchase orders.
- Post down payments with correct tax and currency handling.
- Track and apply down payments to final invoices.
- Automatically post down payments to GL and update cash flow.
- Offer robust, automated payment run functionality that generates payment proposals with suggested methods.
- Convert payment proposals into secure transmission-ready file formats.
- Post payment documents to GL and issue remittance advice via email.
- Record bank expiry dates for advance payments.
- Recognize and manage retention money automatically.
- Automate GR/IR clearing.
- Enable vendor balance display via email or portal access.

Budget and Budgetary Controls

The ERP shall enable creation, approval and control of organization budget.

Capital Program, Revenue & Recurrent Expenditure Management

The proposed ERP system must provide comprehensive automation and control over all budgeting activities, including:

- Automate end-to-end budgetary processes for capital programs, revenue planning, and recurrent expenditure.
- Enable creation, revision, and comparison of budgets across departments, projects, or cost centers, with workflow-enabled approvals.
- Track actual expenditures against budgeted amounts, analyze variances, and trigger alerts for overspending.
- Support allocation of funds to departments, projects, or cost centers.
- Facilitate multi-year planning and hierarchical budgeting structures to support strategic financial management.
- Capture financial commitments following the commencement of the purchase requisition process or actual spending, ensuring budget availability is adjusted accordingly.
- Maintain full audit trails for all budget transactions to ensure transparency and accountability.
- Seamlessly integrate with other ERP modules including Procurement, Human resource management, Financials, Engineering, and Sales management.
- Enable dynamic revenue planning based on real-time inputs and projections.

Costing and Management Information

The ERP system shall provide the capability to capture, allocate and analyze cost across divisions, projects and activities. The ERP system shall

- Define and manage cost centers across all divisions, projects.
- Accurately allocate both direct and indirect costs using predefined rules and methodologies.
- Maintain standard cost rates for materials, labor, and overheads to support consistent valuation and analysis.
- Monitor actual costs against standard rates and analyze variances for operational efficiency.
- Track costs by events, job/task, project, or work order for detailed financial oversight.

- Calculate unit costs for services, products, or activities to support pricing and profitability analysis.
- Allocate shared costs using configurable rules such as percentage-based or usage-based distribution.
- Pull relevant data from other modules including HRM, Sales, Financials, Procurement, and Engineering for comprehensive cost analysis.
- Provide a flexible reporting tool (for custom queries and on-demand insights).
- Enable drill-down capabilities from summary reports to transaction-level details for granular financial analysis.
- Support appraisal of projects and equipment at both procurement and disposal stages.
- Generate segmented and cost-center-wise profitability reports, i.e. by port, service, or other relevant dimensions.

Commercial and Insurance

The ERP shall provide financial platform for managing commercial contracts, service agreements and Insurance policies

Waiver and Licensing

The ERP system must fulfil the following functional capabilities:

- Provide end-to-end automation of all waiver and licensing processes.
- Online submission, validation and tracking of license application.
- Workflow approval for renewal, approvals and rejection.
- Capability to upload and validate documents.
- Generate, download license certificate.
- Support multi-year-tier licensing structure.
- Track license validity, usage and compliance.
- Have ability to define waiver categories.
- Integrate with FI to automatically adjust billing, invoice or revenue recognition based on approved waivers.

Claims

The ERP system must fulfil the following functional capabilities:

- Provide end-to-end automation of all claims processes with ability to upload documents.
- Have a customer portal that provides an online submission process.
- Integrate with Finance to automatically link and adjust billing, invoice or revenue recognition based on approved claims.

Insurance

The ERP system must fulfil the following functional capabilities:

- Provide end-to-end automation of all insurance claim processes with ability to upload documents
- Have ability to generate reports for all insurance payments both premiums and amount received from insurance companies.

Travel Management

The ERP system shall enable planning, requests, approval and settlement of official travel, ensuring policy compliance cost control and integration with HR payroll and finance modules for seamless expense processing and reporting.

Travel Request Management:

The ERP should

- Ensure system validations to enforce KPA's travel policy including travel rates per scale and destination.
- Allow employees to initiate travel requests and attach relevant documents (invitations, itineraries, quotations) via employee self-service portal.
- Support automatic routing to relevant approvers (supervisor, finance, HR).
- Generate unique trip IDs for tracking and audit purposes.
- Configure a multi-level approval process based on travel type, destination, and cost threshold.

Travel Advance and expense claim Management

- Automate the process of requesting and disbursing travel advances.
- Enable integration with Finance module for bank payment posting.
- Enable tracking of outstanding advances and prevent new travel requests until clearance.
- Support reconciliation of advances with actual expenses after travel completion.
- Provide employee portal to submit requests, view status, upload receipts and account for trips.
- Enable configuration of travel rates per pay scale and travel destination.
- Automatically calculate reimbursements based on policy and per diem rates.
- Integrate reimbursements directly with Payroll and Finance for processing.

Real Estate Management

The ERP system shall enable centralized management of all organizational properties including land, building, staff housing and leased assets. The system shall support property registration, leasing, maintenance, occupancy tracking, rent billing and financial integration.

Core Property & Portfolio Management

The ERP system must provide processing solutions as follows”:

Centralized Property Master

- Ability to maintain a centralized database for all assets (Commercial, Residential, Land, Wayleave, Mixed-Use)
- Detailed fields for each property: location, size (BUA, carpet area, super area), age, class, specifications, amenities, and legal descriptors
- Support for hierarchical structures

Lease & Tenancy Management

- Lease Lifecycle Management that tracks from negotiation and letter of intent (LOI) to lease execution, renewals, amendments, and termination
- Flexible Lease Structuring that supports complex lease terms (base rent, escalations, CPI-linked increases, step-up/step-down rents, rent-free periods etc.)
- Registration of staff or tenant with division, staff number, designation or National identification for business premises.
- Track tenancy history and current allocation
- Manage check-in/check-out process
- Manage online application for quarters allocation
- Automate eligibility checks based on grade, seniority, availability, priority or policy rules
- Auto-generate occupation order and allotment letters
- Generate waiting list management with priority and ranking system
- Calculate rent calculation based on unit type or staff category
- Generate rent receipts and statements
- Seamlessly integration with HR Payroll for rent recoveries/deduction

- Allow customizable housing policy configuration and definition of entitlement rules based on disability, grade, marital status, years of service among others

Contract management mechanisms

- Critical Dates Management that automates alerts for lease expiry, renewal options, rent review dates, security deposit, security deposit refunds among others.
- Tenant & Prospect Database which has centralized profile for tenants, guarantors, and brokers with contact and communication history

Facility & Maintenance Management

- Preventive Maintenance Schedule that tracks recurring maintenance for common areas, mechanical electrical and plumbing (MEP) systems, elevators, etc.
- Reactive Maintenance that Processes tenant service requests, work order creation, assignment to vendors, and closure
- Maintenance Contract Management that track contracts with Annual Maintenance Contract vendors and link them to specific assets.
- Manage online maintenance request submission by occupants
- Track issue status i.e. open, in progress or resolved
- Provide periodic house inspections before handover, during occupancy, after vacating
- Initiate damage reporting and recovery calculation
- Track maintenance cost and reporting

Integrations

The ERP shall have integration capabilities with.

Rent & Service Charge Accounting:

- Automated Billing that generates rent invoices, debit notes, and credit notes automatically based on lease terms.
- Service Charge Management, Budgeting, allocation (e.g., by area or usage), recovery, reconciliation, and year-end settlement statements.
- Late Fee Calculation that Automates calculation and application of late payment penalties as per policy.

Accounts Receivable (AR) & Collection:

- Tenant Ledgers and Real-time view of tenant accounts, including receivables, payments, and advances.
- Aging Reports, Standard and customizable aging reports to track overdue payments.
- Collection Tracking, Log collection calls, promises-to-pay, and dispute reasons.

Accounts Payable (AP) & Vendor Management:

- Manages payables to contractors, brokers, and service vendors.
- Link vendor invoices to specific Purchase Orders (POs) and work orders.

Project Accounting:

- Cost Tracking by Project/Phase/Unit and Allocate all costs (land, construction, marketing, financing) to specific projects or even individual units.
- Provides Budget vs. Actual Analysis, Monitor project costs against the approved budget in real-time.
- Provides WIP (Work-in-Progress) Capitalization and Manage the capitalization of costs as projects move towards completion.
- Manage critical dates for regulatory compliance (e.g. NLC, NCA, NEMA filings, property tax payments, fire NOC renewals).

Analytics, Reporting & Dashboards

- Pre-built Reports:
- Vacant and Occupation Reports.
- Rent Roll Report.
- Lease Expiry Tracker.
- Aged Debtors Report.
- Project Cost-to-Completion Report.
- Sales Pipeline Report.

Equipment and Infrastructure function

The ERP system shall provide a centralized platform for managing all organizational equipment, machinery and infrastructure asset covering their acquisition, utilization, maintenance and disposal

Management of physical assets

Asset position

The ERP system shall:

- Enable setting up of hierarchical structure of assets to logically represent KPA's non-linear assets
- Define multiple levels of hierarchy to represent systems at different levels of detail
- Allow creation of assets via a synchronized creation in Asset Accounting within the respective asset positions
- Allow integration of asset positions with other aspects of the engineering and infrastructure module
- Link asset positions to maintenance plans for scheduled maintenance activities
- Track, manage, and enforce deadlines for tasks to ensure timely completion by generating orders/notifications
- Link maintenance work orders and notifications with the correct asset position for tracking and reporting
- Monitor and evaluate maintenance history and costs at each level of the asset position hierarchy

Assets

The ERP system shall

- Allow auto creation, change and display of asset
- Enable asset auto-creation and dismantling
- Allow a synchronized and efficient creation, view, or change multiple assets records at once
- Enable object links that establish a relationship and dependency between different asset object
- Allow creation, change and display of measuring records generated from a data point which could either be an asset object or asset position
- Allow users to create or modify multiple readings or related data (like data points/counters) simultaneously from a single list, improving efficiency over individual data entry
- Track asset performance, execute maintenance and service, and maximize time with advanced technologies
- Analyze maintenance and get valuable insights into maintenance processes and asset performance
- Integrate maintenance processes with inventory, procurement, and finance.
- It should synchronize asset master data between Asset Management and asset maintenance
- Enable creation of accurate maintenance budgets
- Enable use of IoT to automate readings from asset where feasible

- Enable tracking of carbon effusion of asset and project
- Allow configuration of carbon emission parameters for asset

Work centres

The ERP system shall:

- Allow creation of work centers
- Define and manage Work Centers as logical groupings of labor, skills, and tools
- Allow capacity planning and scheduling based on work center availability
- Allow the assigning of primary and secondary work centers to planned and corrective work orders
- Define standard rates for cost calculation and charging labor to work orders

Serial Numbers

- The ERP system must employ unique identifier for an asset or material, enabling detailed tracking and management throughout its lifecycle

Component list

- The ERP system must support visual representation of the component list
- The ERP system must ensure incorporation of a component list

Environmental Performance data

The ERP system should:

- Allow categorization of asset objects based on their characteristics and features
- Allow linking of relevant documents, such as manuals, drawings, or maintenance procedures related to the asset object
- Contain information about permits that are assigned to or required by a technical object, which helps in managing compliance
- Have a native mobile app for technicians to view work orders, confirm time, report progress, scan parts, and record Measuring Point readings at the shop floor
- Integrate with other ERP modules (Finance, Procurement, Inventory Management, Human Resource Management), and other external systems
- Provide an intuitive and role-based user interface for planners, schedulers, technicians, and managers

Maintenance Management

Preventive Maintenance (PM)

The ERP System should be able to:

- Create and manage time-based and usage-based maintenance schedules
- Define maintenance plans with flexible scheduling (calendar-based, meter-based)
- Automatically generate maintenance notifications and work orders
- Support complex maintenance strategies

Corrective Maintenance

The ERP system shall be able to:

- Provide efficient logging of maintenance notifications (breakdowns, defects) via multiple channels (mobile and desktop)
- Create, plan, schedule and execute corrective work orders
- Prioritize work orders based on criticality and impact
- Integrate with stock availability and procurement of spare parts
- Provide full lifecycle management of a work order

- Assign labor, tools, materials and documentation to work orders
- Capture actual time spent, labor costs, and materials consumed against each work order
- Ensure that the technical configuration of an asset is accurately maintained and controlled throughout its lifecycle
- Allow change of maintenance data concerning installation and dismantling of components
- Record and report on the configuration information of a deliverable, providing a history of its state

Maintenance Strategies, Task Lists, and Organizational Structures

The ERP system must:

- Be able to create standardized, reusable task lists for common maintenance activities
- Include detailed step-by-step instructions, safety notes, and required tools
- Allow attachment of diagrams, checklists, and SOPs to task lists
- Be able to offer Support for complex strategies beyond basic preventive maintenance
- Offer Condition-Based Maintenance by integrating with IoT sensors and condition monitoring data to trigger maintenance
- Offer Predictive Maintenance
- Offer Reliability-Centered Maintenance
- Define and manage Work Centers as logical groupings of labor, skills, and tools
- Allow capacity planning and scheduling based on work center availability
- Be able to assign primary and secondary work centers to planned and corrective work orders
- Define standard rates for cost calculation and charging labor to work orders

Condition-Based Monitoring and Data Capture

Data points:

The ERP system must:

- Create and define Data points at specific assets or asset position where condition data is captured
- Configure measurement parameters as defined

Measuring records:

The ERP system must:

- Record and store individual readings from data points as Measuring records
- Integrate with IoT sensors and control systems
- Automatically generate maintenance notifications/orders when readings exceed defined tolerance limits

Reporting and Analytics (Business Intelligence)

- The ERP system must generate a wide range of standard dashboard widgets and ad-hoc reports, including but not limited to:
- Asset Performance: Mean Time Between Failure (MTBF), Mean Time To Repair (MTTR), Overall Asset Effectiveness (OEE)
- Maintenance Costs: Total maintenance cost per asset, cost center, and work type (preventive vs. corrective)
- Workforce & Work Centre Productivity: Backlog reports, planner efficiency, technician workload, and work center utilization
- Condition Monitoring Trends: Historical trend analysis of Measuring Point data to predict failures

- Compliance and Audit: Maintenance history for specific assets, proof of compliance with regulatory standards
- Inventory for Maintenance: Stock levels of critical spares, stock-out incidents, and inventory turnover
- Environmental and Carbon Reporting using IoTs and AI

Project Management function

The ERP system should support the full setup of new projects by having the capability of:

- Creation of unique project profiles with detailed reference data
- Structuring projects using task hierarchies and breakdowns
- Definition of timelines, milestones, and performance indicators
- Auto-escalate or prompt Users of any variation in delivery timelines, milestones, performance indicators etc
- Assignment of roles, responsibilities, and team structures
- Use of templates for recurring project types
- Multi-level task breakdowns with parent-child relationships
- Coordination with organizational units for assigning people and resources
- Classification of projects by type, priority, or strategic category
- Inclusion of a Carbon Budget alongside the financial budget
- Estimation of carbon footprint for each task or activity

Project Planning and Estimation

The ERP system should allow teams to build comprehensive project plans, including:

- Detailed task lists and activity networks
- Resource planning and workload forecasting
- Cost estimation and budget preparation
- Planning for materials and services needed

Key Features:

- Task dependencies and scheduling
- Resource balancing and optimization
- Flexible budgeting from detailed or summary levels
- Coordination with supply and inventory planning

Budget Management and Control

The ERP system should provide tools to manage and monitor budgets effectively by enabling

- Setup of initial, approved, and current budgets
- Allocation and distribution of funds across tasks
- Tracking of reserved funds and spending commitments
- Support for budget updates and carry-forward processes

Key Features:

- Version tracking for budget changes
- Automated checks for budget availability
- Monitoring of purchases and contracts against budget
- Tools for transferring or adjusting budget amounts

Execution and Cost Collection

The ERP system should capture all project-related costs and support execution monitoring by having the capability of:

- Automatic recording of direct and indirect expenses
- Real-time tracking of spending and commitments

- Monitoring of resource usage (internal and external)
- Differentiation between capital and operating expenses

The system must support Cost tracking methods like.

- Manual cost entries
- Internal costings/service charges between departments
- Automatic cost capture from purchases
- Material usage tracking
- Contractor and consultant cost recording
- Capital project cost accumulation

Time and Resource Management

The ERP system should help manage time and resources efficiently by having capability of:

- Tracking work hours and labor costs
- Monitoring equipment and tool usage
- Assigning people and resources to tasks
- Comparing actual effort vs. planned effort

Key Features the system should have are:

- Timesheet integration with project tasks
- Resource availability and workload tracking
- Booking systems for tools and equipment
- Matching tasks with people based on skills

Procurement and Inventory

The ERP system should support project-specific purchasing and material tracking by having the capability of:

- Creation of purchase requests and orders linked to procuring sources e.g. projects, equipment, assets, tasks etc.
- Tracking of deliveries and material usage
- Management of project-related inventory
- Recording of service deliveries and confirmations

Key Features:

- Purchasing tied to specific procuring needs/sources e.g. projects, equipment, assets, tasks etc.
- Reservation of materials for project use
- Receipt tracking for ordered items
- Service documentation and approval

Progress Tracking and Oversight

The ERP system should provide tools to monitor progress and control changes by enabling:

- Tracking of physical progress and financial performance
- Monitoring of timelines and schedule adherence
- Overseeing budget usage
- Managing scope changes and approvals

Key Features:

- Milestone tracking and trend analysis
- Earned value performance metrics

- Comparison of planned vs. actual progress
- Change request workflows

Integration with Other Business Functions

The ERP system should connect smoothly with:

- Finance for accounting and reporting
- Cost tracking and analysis
- Inventory and purchasing systems
- Human resources for staffing and time tracking
- Asset tracking for capital projects

Integration Points:

- Automatic financial entries
- Departmental cost tracking
- Inventory updates
- Payroll and time data sharing
- Capital asset tracking

Reporting and Insights

The ERP system should offer powerful reporting and analytics tools like:

- Real-time status updates
- Financial and progress reports
- Drill-down views for detailed analysis
- Portfolio-level dashboards

Key Reports:

- Project health and status
- Budget vs. actual cost analysis
- Resource usage summaries
- Portfolio performance dashboards
- Profitability tracking

Sustainability Reports:

- Total project carbon emissions
- Carbon budget vs. actual emissions
- Portfolio-wide carbon impact dashboard

Project Completion and Finalization

The ERP system should support smooth project closure and final accounting by enabling:

- Completion of all tasks and activities
- Final cost settlement and reporting
- Capitalization of project assets
- Archiving documents and records
- Documentation of lessons learned

Key Features:

- Automated and manual cost settlement
- Work-in-progress calculations
- Asset finalization
- Secure document storage
- Post-project

Workflow Module Requirements:

The ERP system shall provide a configurable framework for automating business processes, approvals and notifications across all functional modules.

Process Automation

- The ERP system must support the creation and automation of approval processes
- The ERP system must have the ability to define workflow steps, roles, and routing rules without extensive coding.

Routing & Escalation

- The ERP system shall be able to move tasks or documents from one step to the next in the sequence. It also includes escalation rules

Configurable Workflow Designer

The ERP system shall

- Have the ability to visually map out a business process using a drag-and-drop interface. This includes defining steps, decision points (approvals/rejections), parallel paths, and endpoints.
- Have the ability to configure sequential, parallel, and conditional workflows.
- Enable authorization of transactions, requests and workflow based on predefined user roles, approval levels, and organization hierarchy.
- Trigger workflow based on business events
- Provide customizable notification templates and automated email or system alerts.
- Provide for full traceability of workflow actions, including end-user, timestamp, comments (e.g., Draft, Submitted, Under Review, Approved, Rejected, Completed).
- Have the ability to generate workflow history and performance reports.
- Have the ability to add or modify workflows and business processes as business needs evolve.
- Support integration with third-party systems, workflow and document management systems if required.
- Have a comprehensive logging of every action taken in a workflow (Who? What? When?). This is critical for debugging and compliance.

Monitoring & Dashboards

The ERP system should have a real-time operational dashboard showing key performance indicators (KPIs) like:

- Number of pending tasks
- Average completion time
- Identified bottlenecks
- Failed workflow instances

Governance and Compliance

The ERP system shall incorporate governance and compliance framework to monitor adherence to policies, legal regulations and internal controls.

Access Control and Security

User Access Management

The ERP system shall support Role-Based Access Control (RBAC), allowing the definition of roles with specific transaction and data permissions. The ERP system must provide automated user provisioning

Segregation of Duties (SoD)

The ERP system must define and enforce Segregation of Duties. The ERP system must be capable of performing continuous, real-time SoD conflict analysis during user role assignment and flagging violations before permission is granted.

Privileged

The ERP system must provide detailed, non-by-passable audit trails for all activities performed by users.

Access

Process Control and Automation

Automated Monitoring

The ERP system must allow for the configuration of automated, continuous controls monitoring for key financial and operational processes (e.g., duplicate payment checks, unusual journal entries).

Procurement and Supplies Management function

The ERP system shall provide a comprehensive and transparent platform for managing end-to-end procurement process, from requisition and sourcing to good received and payment

Legal and Regulatory Requirements

The ERP vendor must ensure that the implementation complies to the Kenyan laws below: -

- i. Public Finance Management Act.
- ii. Public Procurement and Asset Disposal Act, 2015 (PPADA), and the Regulations 2020.
- iii. Data Protection Act.
- iv. Kenya Information Communication Act.
- v. Transparency, Accountability, equal opportunity. These are required by both the Constitution (e.g., Article 227) and procurement laws.

The procurement system must not violate these principles.

Supplier Administration and Performance Management

Requisition process

The ERP system shall fully automate the requisition process enabling users to create, submit, approve and track requests of goods and services through a seamless role-based workflow.

- The ERP system should be able to automate the procurement plan
- The ERP system should provide fields to capture the material master as follows
 - i. Material description
 - ii. Material code
 - iii. Valuation class
- The ERP system should allow capturing of the following particulars
 - i. Item/Service description
 - ii. Quantity
 - iii. Unit of measure
 - iv. Delivery date
 - v. Material Group
 - vi. Plant
 - vii. Purchasing group
- Ensure validation of Supplier based on registration date or other requirements for on boarding and offloading as appropriate.

- Enable Supplier self-registration and participation in open/public and restricted tendering.

Procurement Module:

- Purchase requisitions and approvals
- Purchase orders (PO) creation and tracking
- Supplier management and sourcing
- Contract and tender management
- Integration with finance for budgeting and payment processing

Inventory Management Module:

- Stock level monitoring (real-time)
- Goods receipt and issues
- Warehouse management
- Stock valuation and costing methods (FIFO, LIFO, etc.)
- Reorder level management and alerts
- Barcode/RFID integration (if applicable)

Supply Chain Management Module:

- Demand forecasting and planning
- Order fulfillment and logistics tracking
- Supplier performance monitoring
- Integration with transportation and delivery networks
- Returns management

Prequalification of suppliers

- The supplier pre-qualification process involves several key steps to assess and select potential suppliers based on defined criteria, ensuring they meet organizational standards and requirements.
- The system should provide functionality that supports the following Supplier Prequalification Business Process

Define Pre-Qualification Criteria

- Establish clear criteria based on business needs.
This includes factors such as financial stability, experience, quality certifications, and compliance with regulations.

Gather Supplier Information

- Collect relevant data from potential suppliers, which include company profiles, financial statements, and references - information that helps in assessing their capabilities and reliability.

Assessment and Evaluation

- Use assessment tools or questionnaires tailored to the specific work or services required. This involves evaluating safety data, insurance certificates, and other relevant documentation.

Review and Select Suppliers

- Analyze the information gathered and perform assessments to select suppliers that meet our predefined criteria. This should include scoring or ranking suppliers based on their performance against the criteria.

Functionality that provides for Monitoring and Reassessment:

- After selecting suppliers, it is essential to continuously monitor their performance and reassess them periodically to ensure they continue to meet business needs.

Supplier Registration

- Enable Supplier to self-register, maintain information, attach certificates and appropriate documents.
- Ensure validation of Supplier based on registration date or other requirements for on boarding and offloading as appropriate.
- Enable Supplier self-registration and participation in open/public and restricted tendering.
- Configure supplier request template, supplier registration template, supplier qualification template, preferred supplier's template.
- The ERP system must support seamless electronic exchange of procurement documents with the Supplier Portal, this integration should enable secure, real-time transmission of purchase orders, order confirmations, invoices, and related procurement data between platforms, ensuring end-to-end visibility and operational efficiency
- Enable reports and develop custom reports and dashboards.

Supplier Category Management

- Develop Supplier categories in the system such as Supply of General Items and Workshop Tools, Supply of Marine Craft Spares, Supply of ICT Equipment's and consumables, Supply of furniture, Supply of industrial spares, Supply of Electrical Items and Fitting, Specialist Contractors category and preference groups; women, youth, and Persons with disabilities.
- Develop procurement spending report based on the Supplier categories.

Supplier Performance Management

- Develop Supplier performance tracking in terms of delivery, quality, and any other appropriate matrix.
- Implement tracking supply chain management Key Performance Indicators (KPIs) and Supplier performance measures.

Procurement Planning and Analytics.

- Establishment, consolidation and approval of the procurement plan in the system based on the standard public procurement template.
- Link the Procurement plan in the system directly to the approved budget and establish controls in requisition workflow.
- Develop procurement performance spend and monitor reports based on the standard procurement templates.

Purchase Requisitioning

- Develop purchase requisitions based on the Procurement Plan.
- Develop purchase requisitions linked to the budget to prevent over-expenditure for CAPEX (Capital expenditure) and OPEX (Operational expenditure).

Sourcing

- Standard Tender Documents
- Develop the quotations and tender processes (Request for Information (RFI), Request for proposal (RFP) Direct Procurement (DP) based on the standard public procurement templates.

Method of procurement

- Develop the tender process to support One Envelope and Two Envelope Tender processes.
- Developing tender process supports multiple auction types (reverse, index, forward). Forward auction to manage public disposal process.

- Develop tender process to enable Suppliers to participate in Bids both Open/Public and alternative methods of procurement (Restricted tenders, Request for Quotations, Low value and direct tender.
- Develop tender process to manage the bid security and performance bond.
- Enable Supplier to confirm purchase orders, create advance shipping notification, create service confirmation, process credit memo and park invoice.
- Implement online opening, evaluation and awarding of tenders by buyers.
- Enable the award process to include professional opinion template and appropriate approval workflows.
- Develop custom reports and dashboards.

Contract Management

Contract drafting

- Configure contract management process template and approval workflows.
- Enable management of end-to-end online contract authoring review and approval process.
- Enable contract creation with MS Word Integration, approval workflow, templates, and clause library.
- Configure E-signature
- Enable online conversion of Bid/Tender to Contract document.
- Enable online conversion of contract documents to operational contract for processing of release orders /call offs.

Commerce Automation

- Configure the system to be Network account based on the approved business rules.
- Design and implement the system to be side of the integration for master and transactional data.
- Enable electronic exchange of procurement documents between buyers and suppliers with the automation of procure to pay process.
- Configure and maintain catalog and shopping cart functionality.
- Enable upload of catalogue files received from the suppliers to the supply chain application.
- Design and provide a catalogue template.

3.2 Technical Requirements

The technical requirements shall specify the system architecture, database design, data structures and hardware infrastructure necessary to support robust, scalable and secure operations.

The requirements shall ensure high performance, reliability, maintainability and compatibility with KPAs ICT environment

Background of Current KPA ICT Environment

System Architecture

Kenya Ports Authority currently runs SAP ERP ECC 6.0 EHP7 SP8 non-Unicode system, SRM EHP1, SSM10.1, SAP Enterprise Portal 731 and PI 740, both running on an Oracle 19C database.

All these systems are configured into a three-system landscape in which each of the central

clients has its own SAP system. This consists of development, quality assurance and Production systems.

Infrastructure Architecture

The following table summarizes the hosting environment and supporting infrastructure for the current ERP landscape.

Infrastructure Layer	Description
Hosting Environment	On-premises, KPA Data Center
Server Platform	HPUX NPAR Virtualization on hardware
Application Servers/Database Server	3 SAP Application Servers
Backup & Recovery	Daily incremental, monthly full backup
Network	Fiber connectivity between HQ and DR site
Monitoring Tools	SolarWinds

The diagram below shows the infrastructure architecture.

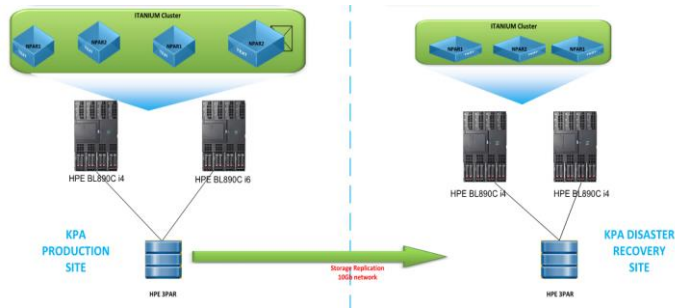


Figure 1: Infrastructure architecture

System integrations

The ERP system integrates with multiple internal and external systems as summarized below.

System Name	Integration Method	Purpose
SAP Scheduler	JCO	Facilitates the Integration between SAP system and the Kilindini Waterfront Automated Terminal Operating System (KWATOS) for interfacing documents.
Smart Medical System	Point to Point	Facilitates the Integration between SAP and the Smart Medical system
Kargo Pay system	API	Enables customers to deposit their cash in an e-wallet from different channels e.g. M-PESA, RTGS which then facilitates customer payments on a real-time 24/7 manner.

Ferry services Collections API (WIP)	API	Facilitates posting of ferry cash and credit collections to SAP Finance
E-Citizen system	API	Utilized for payment of ferry cash collections and WIP for miscellaneous payments
Integrated Security System (ISS)	API	Integration between SAP Time Management and the ISS system for time transfer of time data
Banks integrations	API	Facilitates both vendor and customer payments to/from banks and to/from SAP
Safaricom MPESA	API	Facilitate collections of cash for customers for cargo and other miscellaneous payments
SAP ERP FSCM and SAP ERP SD	API	Integration between FSCM and the backend SD module
SAP SRM and SAP ERP	API	Integration between SRM and the backend ERP system

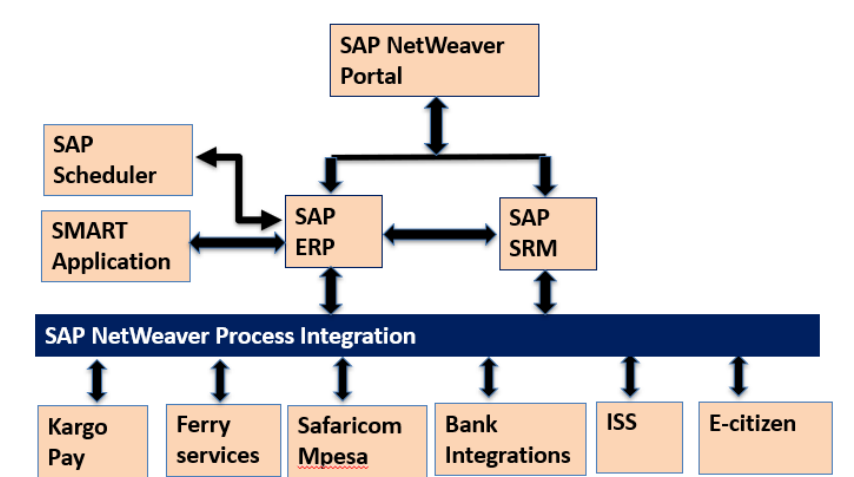


Figure 3: System Integration Architecture

Security and Compliance

The following table summarizes the security and compliance standards

Security Domain	Current Practice
User Authentication	Basic Authentication (username and password)
Authorization & Roles	Role-based access control (SoD checks)
Audit Logging	SAP Security Audit Log
Backup Security	Encrypted backups
Vulnerability Management	Monthly patching cycle
Compliance Framework	ISO 27001:2022(ISMS)

Technology and Architecture Requirements

System Architecture

- The ERP system must be one suite (unified suite covering all required modules ensuring end-to-end integration and single source management)
- The ERP system shall be deployed on-premise with the flexibility to migrate to cloud in the future.
- The ERP must utilize multi-tier architecture (database, application, and presentation layers) to ensure scalability and performance.
- The ERP shall support modern relational databases
- The ERP system shall support automatic indexing, statistics collection and performance tuning
- The ERP should run on Linux or Windows Server enterprise operating systems
- The ERP shall support growth in users, transactions, and modules without performance degradation.
- The ERP shall support Virtualization/Containerization (Enterprise hypervisors such as but not limited to VMware, Hyper-V or Docker/Kubernetes for scalability and isolation)
- The ERP shall support central license repositories.
- The ERP shall support proactive alert engine.

Hardware Requirements

The bidder must specify the hardware necessary to run the ERP including all required peripheral hardware and requirements for it. The hardware requirements must consider the following aspects:

- Necessary third-party software e.g. database, middleware
- High availability
- System load
- Usage of permanent storage

Data Migration and Conversion

- The bidders shall provide tools and methodology for migrating data.
- The migration process shall ensure completeness, accuracy, and integrity across all functional areas.
- The system should accommodate historical transactional and master data as required.
- The bidder shall describe how they will perform data validation and reconciliation after migration.
- The bidder shall conduct data cleansing before migration.
- The bidder shall assess data volumes, legacy custom developments (Z-programs, user exits), and identify migration complexity.

Security and Access Control

- The ERP system shall support Single Sign-On (SSO) and integration with Active Directory.
- Access control shall be role-based, supporting segregation of duties.
- The ERP system must be able to enforce Multi-Factor Authentication (MFA)
- The ERP system must provide configurable password complexity, expiry and reuse policy
- The ERP system shall maintain comprehensive audit logs of user activities and system changes.
- The ERP system must have Audit Trail; Logging and the log level should be configurable and accessible.
- The ERP system must maintain logs that can easily integrate with common industry Security Incidence and Events Management tools.

- The ERP system must maintain data integrity and protection of sensitive information by applying Secure password hashing algorithms
- The ERP system must have configurable session inactivity timeout based on user roles and permissions and lockout policies.
- The ERP system must be compliant with general requirements for IT security defined in international standards including ISO 27001 information Security Management. The bidder shall state in the response which security guidelines/standards are applied.

Performance and Availability

- The ERP system must achieve a minimum 99.5% uptime during business hours.
- The average transaction response time shall not exceed 2 seconds under normal load.
- The ERP system must support at least 3000 concurrent users, scalable to 5000 or more.
- The ERP system must have Fault-tolerance against Communication Breakdowns
- The ERP System should be able to handle a growing amount of work and data by adding resources to the system (e.g. by hardware extension).
- The ERP system must support High Availability (HA)
- The ERP system should be able to integrate with enterprise monitoring tools.
- The ERP system must support integration with Database Activity Monitoring Tool.
- The ERP system must support integration with Data Archiving tools.
- The ERP system database configuration must support mirroring and failover
- The ERP system should maintain system logs

Backup, Disaster Recovery, and Business Continuity

- The ERP system shall provide automated daily incremental and weekly full backups.
- The bidder shall provide a DR plan with defined RTO (≤ 4 hours) and RPO (≤ 30 minutes).
- The ERP system shall support failovers or redundancy to ensure continuous service.
- The ERP system should guarantee data integrity at any time. It should follow the ACID principles and in case of concurrent processes, read-write conflicts should not cause inconsistency of data. All the relevant data for the recovery of the system should be available.
- The ERP system should support data archiving & Purging.
- The ERP system should support encryption of data at rest.
- The ERP system should support encryption of data on transit using TLS 1.2 or higher.
- The ERP system must protect sensitive fields such as personal identifiable Information (PII) in line

System Analysis, Design and Customization/ Development

- The bidder must use appropriate methodology for systems analysis, design, and development.
- Custom development shall only be applied where no standard feature exists.
- The bidder must follow recognized development standards
- All custom code and configurations shall be properly versioned and documented
- The ERP system should have development tools/code access for customization and enhancements

3.3 Interface and Integrations Requirements

The ERP system should support secure, seamless integration with all current and future internal and external systems and provide flexible tools for developing new interfaces as business needs evolve. The vendor shall meet the cost of all integrations required with the existing TOS and

other systems.

The ERP system,

- Shall support both real-time and batch data exchange between the ERP and internal/external systems.
- Must include features for error handling, data validation and reconciliation to keep data accurate between systems.
- Must Support restart for failed or delayed interface transactions.
- Should provide a platform for monitoring and logging of data transfers
- Shall support smooth integration with current systems and allow for future integrations.
- Shall provide Secure integration by applying encryption, role-based access and following data protection & privacy standards.
- Shall allow for simple expansion, changes, or addition of new interfaces without causing major system disruptions.
- Shall Support open architecture and common exchange formats such as XML, JSON, CSV, and IDoc equivalents.
- Must support synchronous and asynchronous communication.
- Shall support seamless integration barcode scanners and barcode readers.

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3.4 Licensing Requirement

The following are the proposed license requirements.

User Category	Functions	Estimated Number
Approvers	1. Approving documents across HR, Finance, Procurement, Asset Management 2. Employee self service functions	300
Expenditure Clerks	1. Expenditure clerks create documents across Finance, Procurement, HR, Travel 2. Employee self service functions	65
Functional teams	1. One functional area (HR, Finance etc.) 2. Employee self service functions	970
Employee Self Service	1. Employee self service functions	4650
Auditors & Analytics	1. Displays data across all modules and run reports 2. Employee self service functions	30
Payroll processing		6000-7000

Licensing requirements shall be negotiated to meet KPA's needs.

3.6 Organization Requirements

The ERP system shall be implemented in a manner that ensures effective project execution,

timely delivery and minimal disruption to ongoing operations.

- The bidder must provide a clear description of the proposed approach and methodology for implementing the ERP.
- The bidder must define the project management framework, roles, responsibilities, reporting structure, and communication plan.
- The bidder must illustrate how data will be migrated and integrated.
- The bidder must provide the testing strategy including Unit testing, user acceptance, performance and integration testing.
- The bidder must provide a proposed project schedule that shows major milestones, deliverables, and key dependencies.
- The bidder must include a high-level implementation plan and Gantt chart. This should show key activities, timelines, and deliverables for evaluation.

Training and training materials:

- The bidder shall provide comprehensive training programs and training materials to ensure that all system users, administrators, and support staff acquire the necessary knowledge and skills to effectively operate and maintain the ERP system.
- Training shall be aligned with the project implementation phases and shall facilitate full system adoption and knowledge transfer to the organization.
- Bidders will provide a summary of Technical and non-technical users' training programs, indicating.
 - The objectives of the training
 - A summary of training topics/syllabus, training manuals
 - Venue & duration of the training.
 - The training shall be physical/in-person and class-based.
- The bidder shall conduct physical training for the following teams,
 - i. Systems administrators (10 No.)
 - ii. System developers (5 No.)
 - iii. ICT Support Officers (5 No.)
 - iv. Business Analysts (22 No.)

System Documentation:

The ERP vendor shall provide the following documents:

- i. Blueprint
- ii. Conceptual design document
- iii. Stage signoff documents
- iv. Configuration document
- v. Technical specifications document
- vi. Training and user manuals.
- vii. Test scripts documents.

Change Management

The bidder shall provide Change Management and communication strategies.

Communication strategy and plan.

The bidder shall demonstrate how to manage communication throughout the project lifecycle to ensure transparency, stakeholder engagement, and timely information flow.

Change	Management	Strategy.
The bidder shall demonstrate how they will manage the project life cycle while incorporating		

the change management strategy.

3.7 Maintenance and Support

The ERP vendor shall provide maintenance and support services to keep the ERP system secure, stable and updated after implementation.

The Maintenance and Support services include, but are not limited to:

- **System Monitoring and Maintenance**

The ERP vendor will provide ongoing monitoring and regular maintenance of the ERP system. This is to ensure top performance, security, and availability. The tasks include applying updates, addressing issues before they escalate, and carrying out scheduled maintenance with advance notice to reduce downtime.

- **System Configuration and Customization**

The ERP vendor will set up and tailor the ERP system to meet the KPA business needs. This involves configuring modules, workflows, and user roles. The Vendor will also develop approved custom features while making sure the system remains stable.

- **Performance Optimization**

The ERP vendor shall ensure the ERP system runs efficiently by regularly checking its performance, fine-tuning databases and applications, and fixing bottlenecks. The Vendor will implement ongoing improvements to keep speed, reliability, and user experience at their best.

- **Security and Compliance Management**

The ERP vendor shall implement and maintain security measures to protect the ERP system and data from unauthorized access, breaches, and weaknesses. All activities must follow relevant data protection laws, industry standards, and organizational security policies to ensure ongoing system integrity and regulatory compliance.

- **Incident and Problem Management**

The ERP vendor will create and keep a clear process for finding, recording, and fixing incidents and problems in the ERP system. This process will include a quick response and solution based on set severity levels. It will also involve investigating the root cause to avoid future issues and maintaining open communication with the Client during the resolution process.

- **System Enhancements and Migrations**

The ERP vendor will handle system improvements, upgrades, and migrations to keep the ERP solution current, efficient, and in line with changing business needs. All changes will be planned, tested, and carried out with minimal disruption to operations while ensuring data integrity and system compatibility.

- **Integration Management**

The ERP vendor shall ensure smooth integration of the ERP system with current and future third-party applications, platforms, and data sources. This includes designing, implementing, and maintaining integration interfaces.

It also involves monitoring data flow and performance, as well as ensuring compatibility and reliability across all connected systems.

- **Change Management**

The ERP vendor shall provide organized change management support to ensure that all modifications to the ERP system, such as updates, improvements, or configuration changes, are properly assessed, approved, tested, and documented.

The process shall minimize operational disruption, maintain system stability, and ensure clear

communication with the Client about planned changes and their impact.

- **Continuous Improvement and Innovation Support**

The ERP vendor shall actively find ways to improve the ERP system's functionality, performance, and user experience.

This includes suggesting best practices, new technologies, and process improvements to ensure the solution meets changing business goals and industry trends.

- **Software Update and Patch Management**

The ERP vendor will provide a way to quickly inform, test, and install system patches, updates, and security fixes. This will help maintain system performance, stability, and compliance.

- **Service Level Agreement**

The ERP Vendor shall be required to sign an SLA after the award. The SLA shall stipulate the required levels of service that the provider will be required to meet in performing the services during the term of the agreement.

The Service Provider will measure the output of key services and take corrective actions to provide improvement in the related business processes.

The performance shall be reviewed quarterly against the signed SLA to reflect changes in the evolving user and industry requirements. The SLA must detail the following:

- i. Resources Availability – The experts Must be available to provide support and guidance Twenty-four (24) hours, Seven (7) days throughout the duration of the contract.
- ii. Onsite/off site -The experts must be available onsite to offer support during migration, upgrades, failovers, critical support and deployment of system changes. Noncritical support may be offered remotely.
- iii. Response time - The Response time shall be determined per incidence in the SLA
- iv. Incident Resolution – The incidence resolution activities shall be determined in the SLA
- v. Incident Prioritization-The Prioritization and response requirements (Critical / Major / Minor) shall be determined in the SLA
- vi. Escalation path /matrix -The incidence escalation matrix shall be defined in the SLA
- vii. Change requirement -Planned and emergency maintenance notifications shall be defined in the SLA
- viii. Realtime reporting of Security breaches and incidences shall be defined in the SLA

3.8 Requirements of the Consultant's Technical Team

The Consultant **must** maintain a technical team with appropriate roles and skill levels during the installation activities under the contract:

Project Manager

Responsibilities

- Provides overall project governance, executive decision-making, and resource allocation.
- Leads vendor-side delivery, manages scope, time, cost, quality, and communications.

Qualifications:

Minimum bachelor's degree in computer science, Information Systems, Business Administration, Project Management, or related field.

Professional Certifications

The Project Manager must possess at least one of the following globally recognized project management certifications:

Experience

- Minimum 10 years total experience in ICT project management, of which at least 5 years must be in ERP implementation or migration projects
- Proven experience leading at least two (2) full-cycle ERP implementations from planning to go-live.
- Hands-on experience coordinating cross-functional teams (finance, HR, logistics, procurement, etc.).
- Understanding of data migration, integration, change management, and testing methodologies in ERP projects.
- Experience in public sector ERP or regulated industry projects (ports, utilities, transport, government) is highly desirable.

ERP Solution Architect**Responsibility**

- Defines ERP structure, integration architecture, and ensures design alignment with business and technical standards.
- Designs hosting, networking, and performance architecture (on-prem, hybrid, or cloud).

Qualifications

Minimum of a bachelor's degree in computer science, Information Systems, Software Engineering, or a related ICT discipline.

Professional Certifications

The ERP Solution Architect must hold relevant technical and architectural certifications from globally recognized bodies and ERP vendors.

Experience

- Minimum 10 years of total ICT experience, with at least 7 years directly in ERP implementation, migration, or upgrade projects.
- Must have served as a Lead Solution Architect or equivalent role in at least two (2) full-cycle ERP projects (from blueprint/design to post go-live).
- Proven experience in solution design, configuration, and integration across multiple ERP modules (Finance, HR, Procurement, Projects, Assets, etc.).
- Proven experience in designing end-to-end architecture for ERP environments (application, data, and infrastructure layers).
- Proven experience in developing integration strategies between ERP and external systems (financial institutions, KRA, IFMIS, etc.).
- Proven experience in supporting data migration design, validation, and reconciliation frameworks.
- Proven experience in implementing security, access control, and audit trail mechanisms in ERP systems.
- Proven experience in establishing disaster recovery (DR) and high availability (HA) designs.

- Proven experience in working with business intelligence (BI) and analytics tools embedded in ERP environments.
- Proven experience in leading technical teams (developers, integration specialists, database admins) and coordinating with functional consultants.

Integration Lead

Responsibility

Managing the integration framework and middleware connectivity between ERP and external systems.

Qualifications

Minimum of a bachelor's degree in computer science, Information Technology, Software Engineering, or a related ICT field.

Professional Certifications

The Integration Lead must demonstrate professional expertise through relevant certifications from recognized ERP vendors, integration platforms, and global standards bodies.

Experience

- Minimum 8 years of relevant ICT experience, with at least 5 years directly managing ERP or enterprise system integrations.
- Must have served as Lead Integration Specialist or Integration Lead in at least two (2) full-cycle ERP implementation or migration projects.
- Proven experience in designing and implementing real-time and batch integration frameworks between ERP and external systems (financial systems, HRMS, Port Operations, IFMIS, KRA, Banks, etc.).
- Proven experience in managing middleware.
- Proven experience in developing and managing APIs, data exchange formats (XML, JSON, CSV), and ETL processes.
- Proven experience in establishing secure data transfer mechanisms (encryption, SSL/TLS, certificates, OAuth).
- Proven experience in creating and maintaining integration architecture diagrams, interface catalogs, and documentation.
- Proven experience in managing integration testing, error handling, data reconciliation, and performance optimization.
- Proven experience in coordinating solution architects, database administrators, and development teams to ensure end-to-end system interoperability.
- Proven experience in supporting data migration, validation, and interface cut-over planning during go-live.
- Proven experience in enforcing governance controls, versioning, and change management for interfaces.

Functional Leads (per module)

Responsibility

- Configure and deploy modules: Finance, Procurement, HR, Payroll, Asset Management, Projects, etc.

Qualifications

Minimum of a bachelor's degree in the relevant field depending on the module.

Professional Certifications

Certified in the relevant ERP module for the proposed system

Experience

- Minimum 8 years of relevant work experience in the respective functional domain.
- At least 5 years of hands-on experience implementing ERP systems as a Functional Consultant or Lead in the same or related module.
- Must have participated in at least two (2) full-cycle ERP implementation projects covering requirement gathering, configuration, testing, data migration, and go-live support.
- Demonstrated experience in developing and mapping business processes to ERP functionality.
- Demonstrated experience in conducting gap analysis and advising on process optimization.
- Demonstrated experience in performing system configuration and parameterization.
- Demonstrated experience in preparing functional design specifications (FDS) for custom developments.
- Demonstrated experience in leading user acceptance testing (UAT) and coordinating end-user training.
- Demonstrated experience in supporting data migration validation and post-go-live stabilization.
- Demonstrated experience in working closely with technical teams to ensure alignment between functional and technical components.

Data Migration Expert

Responsibility

- Plans, executes, and validates all data migration activities
- Prepares, cleans, and validates legacy data before migration.

Qualifications

Minimum of a bachelor's degree in computer science, Information Systems, Software Engineering, Data Science, or a related ICT field

Professional Certifications

Certified in relevant ERP platforms or data tools

Experience

- Minimum 8 years of relevant ICT experience, including at least 5 years of dedicated experience in data migration or data management within large ERP or enterprise system implementations.
- Must have successfully participated in at least two (2) full-cycle ERP migration projects as a Data Migration Lead/Expert.
- Demonstrated experience in designing and executing data migration strategies, frameworks, and methodologies.
- Demonstrated experience in performing data extraction, transformation, and loading (ETL) using automated tools or custom scripts.
- Demonstrated experience in conducting data profiling, cleansing, validation, and enrichment.
- Demonstrated experience in managing large data volumes and ensuring performance optimization during migration.
- Demonstrated experience in maintaining data integrity and accuracy throughout all migration stages.

- Demonstrated experience in developing data reconciliation procedures and error-handling frameworks.
- Demonstrated experience in executing mock migrations, testing, and sign-offs in coordination with functional and technical teams.
- Demonstrated experience in collaborating with Integration, Database, and Infrastructure Teams to ensure environment readiness.
- Demonstrated experience in applying data governance and security controls, including access management and encryption of sensitive information.
- Demonstrated experience in supporting cut-over planning and ensuring smooth transition during go-live

Database Administrator (DBA)

Responsibility

- Manages ERP database, backup, performance tuning, and replication.

Qualifications

Minimum of a bachelor's degree in computer science, Information Technology, Software Engineering, or a related ICT field.

Professional Certifications

Must hold at least one (1) professional DBA certification from a recognized database vendor

Experience

- Minimum 8 years of experience in database administration, design, and management.
- At least 5 years of hands-on experience supporting large ERP or enterprise-grade databases.
- Must have participated in at least two (2) full-cycle ERP implementation or migration projects as a DBA.
- Demonstrated experience in:
- Demonstrated experience in installation, configuration, and optimization of enterprise databases.
- Demonstrated experience in database migration, replication, and synchronization across heterogeneous systems.
- Demonstrated experience in designing and managing high availability (HA) and disaster recovery (DR) environments.
- Demonstrated experience in performance tuning and query optimization to maintain sub-second response times.
- Demonstrated experience in implementing database security, encryption, and access control policies.
- Demonstrated experience in managing backups, restores, and archival policies in line with RTO/RPO targets.
- Demonstrated experience in supporting data migration, ETL processes, and integration interfaces.
- Demonstrated experience in implementing and maintaining database monitoring tools and alert systems.
- Demonstrated experience in coordinating database upgrades, patching, and maintenance windows with minimal downtime.

Technical Lead / ERP Developer

Responsibility

- Handles customizations, extensions, and workflow developments

Qualifications

Minimum of a bachelor's degree in computer science, Software Engineering, Information Systems, or related ICT field.

Professional Certifications

ERP-Specific Certifications

ERP-Specific Experience

- Minimum 8 years of progressive experience in software engineering and enterprise systems development.
- At least 5 years of hands-on ERP technical experience in development, customization, and integration.
- Must have participated in at least two (2) full-cycle ERP implementations as a Technical Lead or Senior Developer
- Proven experience in ERP configuration, customization, and scripting.
- Proven experience in developing APIs, middleware, and web services for ERP integrations.
- Proven experience in managing technical environments, code deployment, and version control.
- Proven experience in implementing workflow automation, document management, and user interface customization.
- Proven experience in building custom reports and dashboards.
- Proven experience in supporting data migration, testing, and performance tuning activities.
- Proven experience in working with DevOps pipelines for ERP environments.
- Proven experience in collaborating with cross-functional teams (functional, infrastructure, and security).

Reporting & BI Developer Responsibility

- Designs dashboards, KPIs, analytics,

Qualifications

Minimum of a bachelor's degree in computer science, Information Systems, Data Analytics, Statistics, or a related ICT field.

Professional Certifications

Core BI and Reporting Certifications

Experience

- Minimum 7 years of experience in business intelligence, reporting, and data analytics.
- At least 3 full ERP projects implementing or supporting enterprise-level reporting and dashboards.
- Proven hands-on experience in designing operational, management, and executive dashboards linked to ERP data.
- Proven hands-on experience in building data models and cubes for performance and financial reporting.
- Proven hands-on experience in working with SQL databases, ETL processes, and data warehouses.
- Proven hands-on experience in creating real-time and batch reports from ERP transactional data.
- Proven hands-on experience in designing KPIs, metrics, and performance scorecards aligned with organizational goals.

- Proven hands-on experience in integrating reports with external systems and third-party data sources.
- Proven hands-on experience in supporting data migration validation and reconciliation reporting.

API / Middleware Developer

Responsibility

- Builds and maintains data interfaces and integrations (REST, SOAP, JSON).

Qualifications

Minimum of a bachelor's degree in computer science, Software Engineering, Information Technology, or a related ICT discipline.

Professional Certifications

Core Integration and Development Certifications

Experience

- Minimum 7 years of experience in software development and at least 4 years in system integration or middleware development.
- Proven experience in designing, building, and maintaining APIs and middleware components for ERP or enterprise systems.
- Demonstrated experience in at least two full-cycle ERP or enterprise integration projects, covering ERP-to-ERP integrations, ERP-to-third-party systems and Use of integration platforms
- Experience with data transformation, orchestration, error handling, and message queuing.
- Strong practical knowledge of API lifecycle management, including versioning, documentation, and security.
- Exposure to real-time and batch integrations, with ability to troubleshoot and optimize data flow performance.

Security & Compliance Specialist

Responsibility

- Ensures adherence to ISO 27001, Data Protection Act (Kenya), and cybersecurity best practices.

Qualifications

Minimum of a bachelor's degree in information technology, Computer Science, Cybersecurity, or related ICT discipline

Professional Certifications

Core Security Certifications

Experience

- Minimum 8 years of progressive experience in information security, ICT compliance, and risk management.
- At least 4 years directly involved in ERP system security or governance, covering:
 - Implementation of role-based access control (RBAC) and segregation of duties (SoD).
 - Designing and enforcing data protection, encryption, and access policies.
 - Managing security within ERP platforms.

- Ensuring compliance with local and international data protection laws.
- Proven track record in public sector or regulated enterprise projects (e.g., ports, utilities, finance, transport).
- Experience developing and monitoring Security Incident and Event Management (SIEM) systems and conducting penetration testing and vulnerability assessments.
- Involvement in at least two (2) full-cycle ERP implementations or migrations, focusing on ICT security and compliance assurance.

Change Management Specialist

Responsibility

- Develops adoption strategy, stakeholder engagement, and communication
- Business Process Re-engineering (BPR) Consultant
- Reviews and optimizes business processes aligned to ERP best practices.

Qualifications

Minimum of a bachelor's degree in human resource management, Business Administration, Organizational Development, Communication, Psychology, or related social science.

Professional Certifications

- Core Certifications (Mandatory – at least one):
- PROSCI Change Management Certification or equivalent
- Project Management Certification.

Experience

- Minimum 8 years of professional experience in organizational change management, transformation projects, or ERP-related initiatives.
- At least 4 years in ERP or ICT-related change programs involving end-user adoption, process re-engineering, and communication management.
- Demonstrated experience in stakeholder engagement, communication planning, and training coordination in large public or enterprise environments.
- Proven track record of leading change and culture transformation projects in at least two (2) large-scale system implementations, preferably within public sector entities or state corporations.
- Experience with Kenyan public service frameworks (Public Service Commission guidelines, HR policies, and ICTA standards) is an advantage.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

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

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall be the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties

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

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

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

2.2.1 Program

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

2.2.2 Starting Date

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

2.3 Intended Completion Date

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

2.4 Modification

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

2.4.1 Value Engineering

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

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

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

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or

- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

Any period 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.

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Procuring Entity

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

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

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

2.6.3 Payment up on Termination

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

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

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any

of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

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

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

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

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

3.6 Reporting Obligations

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

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

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software

to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Over-payment

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

3.8.3 Lack of performance penalty

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

3.9 Performance Security

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

3.10 Fraud and Corruption

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

3.11 Sustainable Procurement

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

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of

engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

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

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.

b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

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

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

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

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

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

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

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

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

6.7 Day works

- 6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and Lack of Performance Penalty

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

8. Settlement of Disputes

8.1 Contractor's Claims

- 8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or

otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

- 8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.
- 8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.
- 8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- 8.1.6 This fully detailed claim shall be considered as interim;
- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 8.1.7 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 8.1.8 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.10 If the Project Manager does not respond within the time framed in this Clause,

either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

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

8.2 Matters that may be referred to arbitration

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

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

8.3 Amicable Settlement

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

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

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

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

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

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

8.6 Failure to Comply with Arbitrator's Decision

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

9. The Adjudicator

- 9.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.
- 9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Appointment of an Adjudicator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya.
1.1(v)	Project Manager is <i>the Manager Information and Communication Technology (ICT)</i>
1.1(d)	The contract name is SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A THREE-TIER LANDSCAPE ENTERPRISE RESOURCE PLANNING SYSTEM AND MAINTENANCE SUPPORT.
1.1(g)	The Procuring Entity is <i>Kenya Ports Authority</i>
1.1(l)	The Member in Charge is <i>the Manager Information and Communication Technology (ICT)</i>
1.1(o)	The Service Provider is _____
1.4	The addresses are: THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT KENYA PORTS AUTHORITY KIPEVU HEADQUARTERS 4TH FLOOR FINANCE BLOCK III, DOOR BLK-3.4.3 <u>KILINDINI MOMBASA</u> Phone: +254 (41) 2113600/ 2113999 E-mail: tenders@kpa.co.ke Service Provider: _____ Attention: _____ Email address _____
1.6	The Authorized Representatives are: For the Procuring Entity: THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT KENYA PORTS AUTHORITY KIPEVU HEADQUARTERS 4TH FLOOR FINANCE BLOCK III, DOOR BLK-3.4.3 <u>KILINDINI MOMBASA</u> Phone: +254 (41) 2113600/ 2113999 E-mail: tenders@kpa.co.ke For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is: The maintenance and support contract shall be for a period of three (3) years.
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Procuring Entity's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property
3.5(d)	The other actions are: <i>Not Applicable</i>
3.7	Restrictions on the use of documents prepared by the Service Provider are: <i>Not Applicable</i>
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is 10% of the cost of having the service corrected.
3.9	Performance Security shall be Kshs. 500,000.00 in form of performance guarantee from a bank with its operations in Kenya in the format provided in Section VIII – (Contract Forms - Form No. 1 - Performance Security – (Unconditional Demand Bank Guarantee) valid for the contract period.
5.1	The assistance and exemptions provided to the Service Provider are: <i>Not applicable</i>
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be: <i>Not Applicable</i>
6.4	<i>Payment shall be within 30 days after invoice receipt and upon certification of invoices by the Manager Information and Communication Technology (ICT).</i>
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: <i>The Procuring Entity shall check the Service Provider's performance and notify him of any shortcomings in the performance of their service on daily basis.</i> The Defects Liability Period is: <i>Not Applicable.</i>
8.2	Clause deleted
8.3	Clause deleted
8.4	Clause deleted
8.5	Clause deleted
8.6	Clause deleted
9	Clause deleted

B. APPENDICES

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by the Procuring Entity

SECTION VIII - CONTRACT FORMS

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

PERFORMANCE GUARANTEE No.: _____

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

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

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

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

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

currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** *[insert name and Address of Procuring Entity]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter _____ called "the Contractor") and _____] as Surety (herein after called "the Surety"), are held and firmly bound unto _____] as Oblige (herein after called "the Procuring Entity") in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - i). Complete the Contract in accordance with its terms and conditions; or
 - ii). Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - iii). pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20____.

SIGNED ON _____ on behalf of

by _____ in the capacity

of In the presence of

SIGNED ON _____ on behalf

of By _____ in the

capacity of In the presence of

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

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

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

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference*

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

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

.....

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

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

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

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

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.: _____

Name of the Tender Title/Description: _____

Name of Procuring Entity _____

In response to the requirement in your notification of award dated____to furnish additional information on beneficial ownership: We here by provide the following beneficial ownership information.

Details of beneficial ownership

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

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

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights, a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Email address					
	Occupation or profession					
3.						
e.t.c						

- I) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*
- II) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

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

Name of the Tenderer:

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

Designation of the person signing the Tender:

Signature of the person named above:

Date:.....

Bidder Official Stamp