MURANG'A UNIVERSITY OF TECHNOLOGY

TENDER FOR THE SUPPLY, INSTALLATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED ENTERPRISE RESOURCE PLANNING SOFTWARE(ERP)

TENDER NO: MUT/T 08/ERP/2024 - 2025

Address to:
Vice Chancellor,
P.O Box 75-10200,
Murang'a.

Email Address: tenders@mut.ac.ke /procurement@mut.ac.ke

Telephone No. 0706 249 039

Tender Closing Date:

Friday, February 28, 2025 at 11.00 A.M

INVITATION TO TENDER
PROCURING ENTITY: *MURANG'A UNIVERSITY OF TECHNOLOGY*

CONTRACT NAME AND DESCRIPTION: TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF INTEGRATED ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE

1. Murang'a University of Technology invites sealed tenders for the provision of services, i.e. **Supply, Installation, Testing, Training, Commissioning and Maintenance of Integrated Enterprise Resource Planning (ERP) Software.**

2. Tendering will be conducted under open competitive method *[Open National Tender]* using a standardizedtender document. Tendering is open to all qualified and interested Tenderers.

3. A complete set of tender documents may be may be obtained electronically from the Website(s) **www.mut.ac.ke** OR **www.tenders.go.ke.** Tender documents obtained electronically will be free ofcharge.

4. Tenderers who download the tender document must forward their particulars immediately to **tenders@mut.ac.ke** to facilitate any further clarification or addendum.

5. All Tenders must be accompanied by a *Bid Bond of Kshs. Five Hundred Thousands (500,000) in the form of Bank Guarantee from a reputable Bank or from an Insurance Company approved by the PPRA.*

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

7. Completed tenders must be delivered to the address below on or before Friday, February 28, 2025 at 11.00 A.M. Electronic Tenders **will not** be permitted.

8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date andtime specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

9. Late tenders will be rejected.

10. The addresses referred to above are:

   a. Address for obtaining further information and for purchasing tender documents

      i. Murang'a University of Technology Main Campus at the Procurement Department opposite the Old Administration Block during normal working hours

      ii. P.O Box 75-10200 Murang'a.

      iii. Head of Procurement, Telephone No. 0706 249 039 and   e-mail address: tenders@mut.ac.ke of the officer to be contacted.

   A. Address for Submission of Tenders.

      1) Murang'a University of Technology Main Campus at the Procurement Department opposite the Old Administration Block during normal working hours

      2) Vice Chancellor, Murang'a University of Technology, P.O Box 75-10200, Murang'a

   B. Address for Opening of Tenders.

      1) Murang'a University of Technology Main Campus at the Procurement Department opposite the Old Administration Block during normal working hours.

      2) Vice Chancellor, Murang'a University of Technology, P.O Box 75-10200, Murang'a

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

Section I - Instructions to Tenderers

A.   GENERAL

1.   Scope of Tender

1.1   The Procuring Entity, as indicated **in the TDS**, issues this tendering document for the supply and installation of the Information System as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT are specified **in the TDS.**

2.   Definitions

2.1   Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in the Section VI, General Conditions of Contract.

2.3   Throughout this tendering document:
   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 context so requires, "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.
   d)   "Information System" shall carry the same meaning as "Information Technology".

3.   Fraud and Corruption

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

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

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

3.4   Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4   Eligible Tenderers

4.1   A Tenderer may be a firm that is a private entity, a state-owned enterprise 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 in to such an agreement supported by a Form of Intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the 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 subcontractor in a separate tender or be part of another joint venture for the purposes of the sameTender. 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, their business associates or agents and firms / organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

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 positionto influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

   e.   Any of its affiliates participates as a consultant in the preparation of the design or technical specifications ofthe Information System 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 as Project Manager 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 TDSITT2.1 that it provided orwere 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 who: -

     i.   Are directly or in directly involved in the preparation of the tendering document or specifications ofthe 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 conflict stemmingfrom such relationship has been resolved in a manner acceptable to the Procuring Entity throughoutthe Tendering process and execution of the Contract.

4.4   A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of aTenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.

4.5   A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderershall 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 maybe. This criterion also shall apply to the determination of the nationality of proposed sub-contractorsor sub- consultants for any part of the Contract including related Services.

4.6   A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA 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 taken 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 entityin that country.

4.9   The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registrationshall be defined in the **TDS**, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signing of the contract.

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 QUALIFICATIONCRITERIA, Item 9".

4.11 Pursuant to the eligibility requirements of ITT 4.11, a tenderer is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excludingprovisional sums.

4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which mayprevent, 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 asa 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 Tenderers shall be considered ineligible for procurement if they offer 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.

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

5 Eligible Goods and Services

5.1 The Information Systems to be supplied under the Contract may have their origin in any eligible country.

5.2 For the purposes of this tendering document, the term "Information System" means all:
   i. the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied,installed, integrated, and made operational; and
   ii. the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for properoperation of the Information System to be provided by the selected Tenderer and as specified in the Contract.

5.3 For purposes of ITT 5.1 above, "origin" means the place where the goods and services making the InformationSystem are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.4 Any 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 under this Act.

B. CONTENTS OF TENDERING DOCUMENT

6 Sections of Tendering Document

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- Tender Data Sheet (TDS)

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PART 2 - Procuring Entity's Requirements

Section V - Requirements of the Information SystemsSection

VI - Technical Requirements

Section VII - Implementation Schedule

Section VIII - System Inventory Tables

Section IX - Background and Informational Materials

PART 3 - Contract

Section X - General Conditions of Contract

Section XII - Special Conditions of Contract

Section XIII - Contract Forms

6.1   The Invitation to Tender Notice issued by the Procuring Entity is not part of this tendering document.

6.2   Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completenessof 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.

6.3   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 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 and a pre-arranged pretender visit of the site of the works

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 visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit ofthe 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 theperiod 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 works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responsesprepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. 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 pre-tender visit of the site of the works 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 shallbe made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a causefor 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 thepre- arranged pretender visit of the site of the works 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 ProcuringEntity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification resulting changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the TenderDocuments appropriately following the procedure under ITT 10.

10   Amendment of Tendering Document

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 webpage in accordance with ITT 8.1.

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 in 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 submitted by the Tenderer shall comprise the following:

   a.   **Form of Tender** prepared in accordance with ITT 14;

   b.   **Price Schedules** completed in accordance with ITT 14 and ITT 16;

   c.   **Tender Security or Tender-Securing Declaration** in accordance with ITT 22;

   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 23.3;

   f.   **Eligibility of Information System:** documentary evidence established in accordance with ITT 16.1 that the Information System offered by the Tenderer in its Tender or in any alternative Tender, if permitted, are eligible;

   g.   **Tenderer's Eligibility:** documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility and qualifications to perform the contract if its Tender is accepted;

   h.   **Conformity:** documentary evidence established in accordance with ITT 18 that the Information System offered by the Tenderer conform to the tendering document;

   i.   **Subcontractors:** list of subcontractors, in accordance with ITT 18.4;

   j.   **Intellectual Property**: a list of: Intellectual Property as defined in GCC Clause 15;

   i)   All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause1.1(C):

   a.   System, General Purpose, and Application Software; or

   b.   Standard and Custom Software;

   iii.   All Custom Materials, as defined in GCCClause1.1(c), included in the Tender;

   All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c); Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and

   k.   Any other document required **in the TDS.**

13.2   In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the information System to be executed by the respective members.

13.1   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. The Tenderer shall serialize page so fall tenderdocuments submitted.

14 Form of Tender and Price Schedules

14.1 The Tenderer shall complete the Form of Tender, including the appropriate Price Schedules, 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 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

15 Alternative Tenders

15.1 The TDS indicates whether alternative Tenders are allowed. If they are allowed, the **TDS** will also indicate whether they are permitted in accordance with ITT 13.3, or invited in accordance with ITT 13.2 and/or ITT 13.4.

15.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in theTDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.1 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the Procuring Entity's requirements as described in the tendering document must also provide: (i) a price at which they areprepared to offer an Information System meeting the Procuring Entity's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

15.4 When Tenderers are invited **in the TDS** to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section V, Procuring Entity's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Procuring Entity on their own merits, pursuant to ITT 35.

16 Documents Establishing the Eligibility of the Information System

16.1 To establish the eligibility of the Information System in accordance with ITT 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

17.1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.

17.1 In the event that pre-qualification of potential Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified 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.

17.2 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details ofownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors' 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 theprocurement 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 process or contract management.

17.3 The purpose of the information described in ITT 15.1 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 andcontrol.

17.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity

may request in relation to ownership and control, any changes to the information which was provided by the tenderer under ITT 6.3. 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.

17.5 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.

17.6 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.

17.7 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:
   a. If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
   b. If the contract has been awarded to that tenderer, the contract award will be set aside,
   c. 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.

17.8 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 6.7 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 which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18 Documents Establishing Conformity of the Information System

18.1 Pursuant to ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the Information System that the Tenderer proposes to design, supply and install under the Contract.

18.2 The documentary evidence of conformity of the Information System to the tendering documents including:

   a) Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;

   b) Written confirmation that the Tenderer accepts responsibility for the successful integration and inter- operability of all components of the Information System as required by the tendering documents;

   c) An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross- references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;

   d) Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and

   e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.

18.3 References to brand names or model numbers or national or proprietary standards designated by the Procuring Entity in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the **TDS** for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

18.4 For major items of the Information System as listed by the Procuring Entity in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of

the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. Inaddition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whicheversubcontractor is appointed, and no adjustment of the rates and prices will be permitted.

18.5 The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4, and that any goods or services to be provided by the subcontractor comply with the requirements ofITT 5 and ITT 16.1.

19 Tender Prices

19.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables inSection VII, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the SampleTendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

19.2 **Unless otherwise specified in the TDS**, the Tenderer must also tender Recurrent Cost Items specified in theTechnical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost table in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:
   a) **If specified in the TDS,** the Tenderer must also tender separate enforceable contracts for the Recurrent CostItems not included in the main Contract;
   b) prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, softwarelicense renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases;
   c) prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table indetail, and on the Recurrent Cost Summary Table in currency totals.

19.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCCand SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any compositeor lump-sum items included in the Cost Tables

19.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the costtables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation in accordance with ITT 31.3.

19.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of incoterms **specified in the TDS,** as follows:

   a) Goods supplied from outside Kenya:
      Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination)basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Kenya. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e)(iii)**.** In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;

   b) Locally supplied Goods: Unit prices of Goods offered from within Kenya, shall be quoted on an EXW (ex-factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies,fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract isawarded; and

   c) Inland transportation.

19.6 Unless otherwise stated in the **TDS,** inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 17.5, whether the Goods are to be supplied locally or from outside Kenya, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

19.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VATor other indirect taxes, or stamp duties, that may be assessed and/ or apply in Kenyan /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.

19.8   Unless otherwise specified in the **TDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation,printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity orits staff, or by third parties, must be included in the price only to the extent such obligations are made explicitin these tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costsof trainees).

19.9   Unless otherwise specified in the **TDS,** prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

20   Currencies of Tender and Payment

20.1   The currency(ies) of the Tender and currencies of payment shall be the same. The Tenderer shall quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in Kenya currency, unless otherwise specified **in the TDS**.

20.2   The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than **two foreigncurrencies** in addition to Kenyan currency.

21   Period of Validity of Tenders

21.1   Tenders shall remain valid for the period specified **in the TDS** after the Tender submission deadline date prescribed by the Procuring Entity in accordance with ITT 23.1. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

21.2   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 ITT 20.1, it shall also be extended for thirty days
(30) beyond the deadline of the extended validity 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, except as provided in ITT 19.3.

22   Tender Security

22.1   The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security asspecified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

22.2   A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

22.3   If a Tender Security is specified pursuant to ITT 20.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:
    a.   cash;
    b.   a bank guarantee;
    c.   a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listedby the Authority; or
    d.   a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
    e.   any other form specified in the **TDS.**

    If an unconditional guarantee is issued by a non-bank financial institution located outside Kenya, the issuing non- bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required.

22.4   In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Formincluded in Section IV, Tendering Forms or in another substantially similar format approved by the Procuring Entity prior to Tender submission. I neither case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyondany period of extension if requested under ITT 19.2.

22.5   If a Tender Security or a Tender-Securing Declaration is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected bythe Procuring Entity as non-responsive.

22.6 The Tender Security shall be returned/release as promptly as possible

    a)   The procurement proceedings are terminated;

    b)   The procuring entity determines that none of the submitted tenders is responsive;

    c)   A bidder declines to extend the tender validity.

    d)   Once the successful Tenderer has signed the Contract and furnished the required Performance Security.

22.7 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 on the Form of Tender; or

    b)   if the successful Tenderer fails to**:**

    i)   sign the Contract in accordance with ITT 47; or

    ii)   furnish a performance security in accordance with ITT 48.

22.8 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA to debars the Tenderer from participating in public procurement as provided in the law.

22.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the tender. If the JV has not been legally constituted in to a legally enforceable JV at the time of Tendering, the Tender Security or the 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 11.2.

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

23 Format and Signing of Tender

23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2 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.

23.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person 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.

23.4 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.

23.5 Any interlineations, 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

24 Submission, Sealing and Marking of Tenders

24.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one (1) envelope process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

    a)   In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

    b)   In an envelope marked "COPIES", all required copies of the Tender; and,

    c)   If alternative Tenders are permitted in accordance with ITT 13, and if relevant:

    i)   In an envelope marked "ORIGINAL–ALTERNATIVE TENDER", the alternative Tender; and

    ii)   in the envelope marked "COPIES – ALTERNATIVE TENDER" all required copies of the alternative Tender.

24.2 The inner envelopes shall:

a)   Bear the name and address of the Tenderer;

b)   Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;

c)   Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and

d)   Bear a warning not to open before the time and date for Tender opening.The

outer envelopes shall:

e)   Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;

f)   Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and bear awarning not to open before the time and date for Tender opening.

24.3   If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will notbe accepted.

25   Deadline for Submission of Tenders

25.1   Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated**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**.

25.2   The Procuring Entity may, at its discretion, extend this deadline for submission of Tenders by amending the tendering documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entityand Tenderers will thereafter be subject to the deadline as extended.

26   Late Tenders

26.1   The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, inaccordance with ITT 23. 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.

27   Withdrawal, Substitution, and Modification of Tenders

27.1   A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordancewith 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 withdrawals notices do not requirecopies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

b)   received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance withITT23.

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

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

28   Tender Opening

28.1   Except as in the cases specified in ITT 24 and ITT 25.2, the Procuring Entity shall conduct the Tender opening in public, in the presence of Tenderers' designated representatives who chooses to attend, and at the address, date and time specified **in the TDS**. 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**.

28.2   First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. 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.

28.3   Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the correspondingTender 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.

28.4 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. Only Tenders that are opened and read out at Tender opening shall be considered further.

28.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders, and indicating whether there is a modification; the presence or absence of a Tender Security or Tender-Securing Declaration; and any other details as the Procuring Entity may consider appropriate.

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

28.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

28.8 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 if applicable, including any discounts;
   c) Any alternative Tenders; and
   d) The presence or absence of a Tender Security or a Tender-Securing Declaration.

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

E.   Evaluation and Comparison of Tenders

29   Confidentiality

29.1 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 the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

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

29.3 Not with standing ITT 27.2, 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.

30   Clarification of Tenders

30.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer 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 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 ITT 32.

30.2 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.

31   Deviations, Reservations, and Omissions

31.1 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.

32   Determination of Responsiveness

32.1   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 11.

32.2   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 Information System specified in the Contract; or

   ii) Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or

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

32.3   The Procuring Entity shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.

32.4   To be considered for Contract award, Tenderers must have submitted Tenders:

a)   for which detailed Tender evaluation using the same standards for compliance determination as listed in ITT 29 and ITT 30.3 confirms that the Tenders are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the TDS ITT 35.8, the individual Subsystem, lot or slice Tender on; and are deemed by the Procuring Entity as commercially and technically responsive; and

b)   that offer Information Technologies that are proven to   perform up to the standards promised in the tender by having successfully passed the performance, benchmark, and/or functionality tests the Procuring Entity may require, pursuant to ITT 39.3.

33   Non-material Non-conformities

33.1   Provided that a Tender is substantially responsive, the Procuring Entity may waive any nonconformity in the Tender that does not constitute a material deviation, reservation or omission.

33.2   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 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.

33.3   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**.

34   Correction of Arithmetical Errors

34.1   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 anyway by any person or entity.

34.2   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 a rising from a miscalculation of unit price, quantity, subtotal and totalbid 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, unless the amountexpressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

35 Conversion to Single Currency

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

36 Margin of Preference and Reservations

36.1 A margin of preference on local contractors may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/ threshold specified in the Regulations.

36.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

36.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 34.4.

36.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuringentity shall ensure that the invitation to tender specifically indicates in the **TDS** that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

37 Evaluation of Tenders

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation andQualification 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.

37.2 To evaluate a Tender, the Procuring Entity shall consider the following:

a) Price adjustment due to discounts offered in accordance with ITT 14.4;

b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency inaccordance with ITT 33;

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

d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

38 Preliminary Examination

38.1 The Procuring Entity will examine the tenders, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether requiredsure ties have been furnished and are substantially complete (e.g., not missing key parts of the tender or silenton excessively large portions of the Technical Requirements). In the case where a pre-qualification process wasundertaken for the Contract (s) for which these tendering documents have been issued, the Procuring Entity will ensure that each tender is from a pre-qualified Tenderer and, in the case of a Joint Venture, that partners andstructure of the Joint Venture are unchanged from those in the pre-qualification.

39 Technical Evaluation

39.1 The Procuring Entity will examine the information supplied by the Tenderers Pursuant to ITT 11 and ITT 16, and in response to other requirements in the Tendering document, considering the following factors:

a) Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;

b) suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the tender;

c) achievement of specified performance criteria by the Information System;

d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the tender;

e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;

f) any other relevant technical factors that the Procuring Entity deems necessary or prudent to take into consideration;

g) any proposed deviations in the tender to the contractual and technical provisions stipulated in the tendering documents.

39.2 The Procuring Entity's evaluation of tenders will consider technical factors, in addition to cost factors. The Technical Evaluation will be conducted following the Criteria specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the technical merits of each Tender. All tenders that fail to pass this evaluation will be considered non-responsive and will not be evaluated further.

39.3 Where alternative technical solutions have been allowed in accordance with ITT 13, and offered by the Tenderer, the Procuring Entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

39.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

40 Financial/ Economic Evaluation

40.1 To evaluate a Tender, the Procuring Entity shall consider the following:

a) price adjustment due to unconditional discounts offered in accordance with ITT 26.8; excluding provisional sums and contingencies, if any, but including Day work items, where priced competitively.

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

c) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 33; and

d) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

If price adjustment is allowed in accordance with ITT 17.9, 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.

40.1 The Procuring Entity will evaluate and compare the Tenders that have been determined to be substantially responsive, pursuant to ITT 35.4. The evaluation will be performed assuming either that:

a) The Contract will be awarded to the Lowest Evaluated Tender for the entire Information System; or

b) if specified **in the TDS**, Contracts will be awarded to the Tenderers for each individual Subsystem, lot, or slice if so defined in the Technical Requirements whose Tenders result in the Lowest Evaluated Tender/ Tenders for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders. Such discounts will be considered in the evaluation of tenders as specified **in the TDS**.

41 Comparison of Tenders

41.1 The Procuring Entity shall compare all substantially responsive Tenders in accordance with ITT 35.6 to determine the lowest evaluated cost.

42 Abnormally Low Tenders and Abnormally High Tenders

42.1 An Abnormally Low Tender is one where the Tender price in combination with other constituent elements of the Tender appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

42.2 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 tendering document.

42.3 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

42.4 An abnormally high tender 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.

42.5 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:

a. 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.

b. If specifications, scope of work and/ or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

42.6 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.

43 Unbalanced or Front-Loaded Tenders

43.1 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced 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 information systems, installations, proposed methodology, schedule and any other requirements of the tendering document.

43.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may: -

a) Accept the Tender; or

b) If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or

c) Reject the Tender.

44 Eligibility and Qualification of the Tenderer

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

44.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 15.

44.3 Unless otherwise specified in the **TDS,** the Procuring Entity will NOT carry out tests at the time of post- qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so specified in the **TDS** the Procuring Entity may carry out

such tests as detailed in the **TDS**.

44.4 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 next lowest evaluated cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

44.5 The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Best Evaluated Tender for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a Form of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

44.6 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 *"SECTIONIII- EVALUATION AND QUALIFICATION CRITERIA.*

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

45.1 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. Incase of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F.   AWARD OF CONTRACT

46   Award Criteria

46.1 Subject to ITT 40, the Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest/ best Evaluated Tender. The determination of the lowest/ Best Evaluated Tender will be made in accordance to one of the two options as defined in the **TDS**. The methodology options are:

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

   a)   When **rated criteria are used**: The Tenderer that meets the qualification criteria and whose Tender:
       i)   Is substantially responsive; and
       ii)   Is the Best Evaluated Tender (i.e. the Tender with the highest combined technical/ quality/ price score); or
   b)   When **rated criteria are not used**: The Tenderer that meets the qualification criteria and whose Tender has been determined to be:
       i)   Most responsive to the tendering document; and
       ii)   The lowest evaluated cost.

47   Procuring Entity's Right to Vary Quantities at Time of Award

47.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS.**

48   Notice of Intention to enter into a Contract/ Notification of award

48.1 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 award 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 Standstill Period; and

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

49   Standstill Period

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

49.2   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.

50   Debriefing by the Procuring Entity

50.1   On receipt of the Procuring Entity's <u>Notification of Intention to Enter into a Contract</u> referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues orconcerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt ofthe request.

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

51   Letter of Award

51.1   Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmitthe <u>Letter of Award</u> to the successful Tenderer. The letter of award shall request the successful tenderer to furnishthe Performance Security within 21days of the date of the letter.

52   Signing of Contract

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

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

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

52.4   Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

53   Performance Security

53.1   Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successfulTenderer shall furnish the performance security in accordance with the General Conditions, subject to ITT38.2 (b), 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 Performance Security shallhave a correspondent financial institution located in Kenya.

53.2   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.

54   Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at itsnotice 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 selectionmethod 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.

55   Adjudicator

55.1   Unless **the TDS** states otherwise, the Procuring Entity proposes that the person named **in the TDS** be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the TDS. The proposedhourly fee for the Adjudicator is specified in the TDS. The expenses that would be considered reimbursable tothe Adjudicator are also specified **in the TDS**. If a Tenderer does not accept the Adjudicator proposed by the Procuring Entity, it should state its non-acceptance in its Tender Form and make a counter proposal of an Adjudicator and an hourly fee, attaching résumé of the alternative. If the successful Tenderer and the Adjudicator nominated **in the TDS** happen to be from the same country, and this is not Kenya too, the Procuring Entity reserves the right to cancel the Adjudicator nominated **in the TDS** and propose a new one. If by the day the Contract is signed, the Procuring Entity and the successful Tenderer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

56   Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The reference number of the Request for Tenders (ITT) is: TENDER NO: **MUT/T 08/ERP/2024 - 2025** The Procuring Entity is: *Murang'a University of Technology* The name of the contract is: *Supply, Installation, Testing, Training, Commissioning and Maintenance of Integrated Enterprise Resource Planning (ERP) Software*
ITT 3.3	The firms (if any) that provided consulting services for the contract being tendered for are**Not Applicable**
ITT 4.1	Maximum number of members in the JV shall be: *N/A*
ITT 4.9	The Procuring Entity requires tenderers to be registered with **ICT Authority**.
B. Tendering Document	
ITT 8.1	The contact address is: Attention: The Procurement Department Murang'a University of Technology P.O Box 75-10200, Murang'a, Kenya Email: tenders@mut.ac.ke Tel: 0706-249-039 Request for clarification should be received by the Procuring entity not later than **Friday, February 28, 2025 at 11.00 A.M.** The Procuring Entity publish its response at the website www.mut.ac.ke
ITT 8.2	Web page: *Not Applicable*
ITT 8.4	A Pre-Tender meeting *shall not* take place. A site visit conducted by the Procuring Entity *shall not be* organized.
ITT 9.1	The Procuring Entity shall publish its response at the website: mut.ac.ke & www.tender.go.ke
C. Preparation of Tenders	
ITT 13.1 (k)	The Tenderer shall submit with its Tender the following additional documents. or a bidder to proceed to the next stage one MUST meet ALL the mandatory Requirements as listed below:

1	Attach a copy of the certificate of Incorporation / Registration
2	Attach a valid copy of KRA Tax Compliance Certificate.
3	Bid Bond (Kshs. 500,000) from a bank or insurance approved by PPRA
4	Attach a Valid Business Trading License
5	Attach PIN Certificate
6	Provide a Valid certified copy of CR12 form issued by Registrar of Companies within the last six (6) months i.e., from tender advertisement date
7	Evidence of a permanent office for the bidding entity in the form of either office space lease/rent agreement/utility bills.
8	Written confirmation of authorization of the person signing the tender on behalf of the Tenderer. Attach a duly signed and stamped power of Attorney Commissioned by Commissioner for oaths or notarized by notary public
9	Attach a duly filled and signed Confidential Business Questionnaire as per the format provided in section IV
10	Attach a duly filled and signed Form of tender as per the format provided in section IV
11	Attach Duly filled and signed Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015, as per the format provided in section IV
12	Attach Duly filled and signed Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice as per the format provided in section IV

13	Attach Duly filled and signed Certificate of Independent Tender Determination as per the format provided in section IV	
14	Attach Dully filled and signed declaration and commitment to the code of ethics form as per the format provided in section IV	
15	Submission of Company Profile	
16	Bidders shall submit the latest three years 2023,2022 & 2021 audited financial statements and a copy of the Auditors/Audit firms valid ICPAK practicing license for the respective years and a copy of a current certified license of the of the Auditor from ICPAK.	
17	The bid document "Original" and "Copies" must be sequentially paginated /serialized. Bidders Must have set of their documents paginated (Serialized) to ensure compliance with section 78(5) of Public procurement and Assets Disposal Act, 2015.(From the first page in format 1,2,3,4 to the last page)	

18	Tenderer Must Attach Copy of Certificates or accreditations from ICT Authority for:
	    a) ICTA 1: Systems and applications
	    b) ICTA : Cloud Computing
	    c) ICTA: Information Security
	    d) ICTA: Data Center
	(Will be verified online from ICT Authority website)	

19	Must submit Software Manufacturer's Authorization or Patent Rights Declaration (Letter of authorization by the software developer if different from bidder) or proof of system ownership	
20	Tenderers must provide certificates of registration as Data Processor and Data Controller from the office of the data protection commissioner (shall be verified online from the register of data processors)	
21	Evidence of having undertaken similar works of similar magnitude (for all the modules bidded for) in at least three Public University setups and the list of modules implemented in each university.	
22	Letters of recommendation from at least three universities that the firm is currently serving and their contacts.	
23	Must submit copy of LPO/Letter of Award, Copy of contract, completion certificate and recommendation of successful implementation of an academic information system in at least two (2) public or private university/college with a minimum contract value of **KES 20. 000,000.00 (Twenty Million)**	
24	Evidence of a valid Professional Indemnity Cover for the bidder for an insured sum of at least Kshs.20 million (Twenty Million Kenya Shillings). A policy document shall be attached.	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 15.1	Alternative Tenders are **not permitted**.
ITT 15.2	Alternatives to the Time Schedule **are not permitted**.
ITT 15.4	Alternative technical solutions **shall not be permitted**.
ITT 17.2	Prequalification *has not* been undertaken.
ITT 18.2 (a)	In addition to the topics described in ITT Clause 16.2 (a), the Preliminary Project Plan must address the following topics: *(i) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);* *(ii) Implementation Sub-Plan;* *(iii) Training Sub-Plan;* *(iv) Testing and Quality Assurance Sub-Plan;* *(v) Warranty Defects Repair;* *(vi) Technical Support Service Sub-Plan*
ITT 18.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: **None**
ITT 19.1	In addition to the original of the Tender, the number of copies is**: Two Copies (Original and Copy)**
ITT 19.2	The Tenderer *must* tender Recurrent Cost Items
ITT 19.2 (a)	The Tenderer *must not* tender for contracts of Recurrent Cost Items not included in the main Contract.
ITT 19.5	The Incoterms edition is: *2020*
ITT 19.5 (a)	Named place of destination is: **MUT**
ITT 19.6	Named place of final destination (or Project site) is: **MUT**
ITT 19.8	ITT 17.8 is modified as follows: *There is no modification to ITT 17.8*
ITT 19.9	The prices quoted by the Tenderer *shall not* be subject to adjustment during the performance

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	of the Contract.
	The Tender price shall be adjusted by the following factor(s): *Not Applicable*
ITT 20.1	The Tenderer i*s* required to quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 21.1	The Tender validity period shall be **120** days.
ITT 22.1	All Tenders must be accompanied by a *Bid Bond of Kshs. 500,000 of the bid amount in the form of Bank Guarantee from a reputable Bank or from an Insurance Company approved by the PPRA* .
ITT 22.3 (v)	Other types of acceptable securities are **Not Applicable**
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: *A letter on the bidder's letter head appointing a Power of Attorney who shall be authorized to commit the tenderer. A specimen signature of such appointee shall be expressly included* *in the appointing letter. A copy of the Identification card for the appointee shall be attached.*
D. Submission and Opening of Tenders	

ITT 25.1	For **Tender submission purposes** only, the Procuring Entity's address is:
	
	 Old Administration Block, Ground Floor
	   Opposite the Procurement Office
	  Murang'a University of Technology
	   P.O Box 75-10200,
	    Murang'a, Kenya
	 Email: tenders@mut.ac.ke

ITT 25.1	**The deadline for Tender submission is:** Date: Friday, February 28, 2025 at 11.00 A.M Time: **11.00 a.m.**

ITT 28.1	The Tender opening shall take place at:
	        Murang'a University of Technology Main Campus, In the
	      Common Room, in the Assembly hall
	          P.O Box 75-10100
	       Murang'a, Kenya
	        Email: tenders@mut.ac.ke
	        Tel: 0706-249-039
	
	 Time: **11.00 a.m.**

ITT 28.1	The electronic Tender opening procedures shall be: **Not Applicable**
ITT 28.6	The form of tender and price schedule shall be initialed by **three (3)** representatives of MUT conducting tender opening. **Each tender shall be initialed by all representatives and shall be Numbered; any modification to the unit or total price shall be initialed by the Representatives of MUT.**
E. Evaluation, and Comparison of Tenders	
ITT 33.3	The adjustment shall be based on the *highest* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
ITT 35.1	The currency(ies) of the Tender shall be converted into a single currency as follows: The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: *Kenya Shillings(Kshs.)* The source of exchange rate shall be: *Central Bank of Kenya*
ITT 36.2	Margin of Preference **shall not apply.**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 40.2 (b)	Tenderers shall be <u>not allowed</u> to quote separate prices for different lots (contracts for Subsystems, lots, or slices of the overall Information System) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria. Discount that are conditional on the award of more than one Subsystem, lot, or slice may beoffered in Tenders and such discounts **shall not** be considered in the price evaluation.
ITT 46.1	The award will be made on the basis of **rated criteria** pursuant to ITT 35.7, if applicable, inaccordance with Section III, Evaluation and Qualification Criteria.
ITT 47.1	The maximum percentage by which quantities may be increased is: **Not Applicable** The maximum percentage by which quantities may be decreased is: **Not Applicable** The items for which the Procuring Entity may increase of decrease the quantities are thefollowing: **Not Applicable**
ITT 55.1	The Adjudicator proposed by the Procuring Entity is to be appointed from The Chartered Institute of Arbitrators, Kenya. The hourly fee for this proposed Adjudicator shall be as perthe rates chargeable by The Institute. The biographical data of the proposed Adjudicator isas to be provided by The Institute.
ITT 56.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website <u>www.ppra.go.ke</u> or email <u>complaints@ppra.go.ke</u>. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that iseither by email or fax to: For the attention: Prof. Dickson Nyariki Title/position: Vice Chancellor Procuring Entity: MUT Email address*: vc@mut.ac.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.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1.   General Provision

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

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

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

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

1.2   This Section contains all the criteria that the Procuring Entity shall use to evaluate Tenders and qualify Tenderers. 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.

3   Preliminary Examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteriaand 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 document shall be subjected to preliminary evaluation to determine that:
a)   *A tenderer complies with all the eligibility requirements;*
b)   *the tender has been submitted in the required format and serialized;*
c)   *any tender security submitted is in the required form, amount and validity period, where applicable;*
d)   *the tender has been duly signed by the person lawfully authorized to do so through the power of attorney;*
e)   *the required number of copies of the tender have been submitted;*
f)   *the tender is valid for the period required;*
g)   *all required documents as outlined in ITT 13.1 (k).*

4   Assessment of adequacy of Tender's Proposal in connection with Procuring Entity's IT Requirements.

TECHNICAL EVALUATION

The Criteria, sub-criteria, and point system for the evaluation of the Tenders Proposal on meeting the Procuring Entity's Requirements:

No.	Technical Evaluation Criteria	Marks
1 2	Project Experience Project Experience Capacity: ♦ The bidder MUST demonstrate relevant experience in installation, maintenance and automation of web based ERP Systems in Public Universities. Provide a list of clients of similar scope of ERP completed or ongoing projects in the last 5 years (LPos/contracts and completion letters/ recommendation letters) 1-3 projects – 5 marks 4 and above – 3 mark per project	**20 Marks**
3	Financial Capacity: Show proof of access to line of credit or other financial resources: ♦ Provide line of credit from a reputable bank ♦ Provide Audited Accounts for the last 3 years (2021,2022 and 2023)	**5 Marks**

4	Adequacy of the proposed methodology and work plan in responding to the terms of reference.	
	♦ Detailed Methodology: proposed architecture with licensing plan, test plan, back up and business continuity plan, customization and integration strategy, data migration plan, skill transfer plan, post go- live support strategy	
	♦ Detailed work plan-project organization chart	**15 Marks**
	♦ Detailed migration and Integration plan	
	♦ Warranty and Support plan	
	♦ Draft SLA plan detailing escalation matrix, support and communication structure	
5	Transfer of Knowledge and training program	
	♦ Training of users	
	♦ Training of technical staff with certification	
	♦ Provide relevant training program	**5 Marks**
	♦ Training approach and methodology	
	♦ Qualification of experts and trainers	
6	Human Resource Capacity	
	1. Project Manager.	
	♦ At least a Bachelor Degree in Business Information System, Computer Science,Engineering, IT or related ICT degree	
	♦ Certification in Project Management (PMI)	
	♦ Professional Certifications in Information Systems Implementation.	
	♦ Enterprise Resource Planning (ERP) System Consultant	
	♦ Minimum of 5 Years specific work experience in ERP system installations.**(Documental evidence to be attached of all copies of above documents)**	
	2. Software Engineer.	
	♦ At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree	
	♦ Professional Certification in system design and development (e.g MCTS, MCP etc).	
	♦ Minimum of 5 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)**	
	3. Database Expert.	**5 Marks**
	♦ At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree	
	♦ Professional Certification in database administration	
	♦ SQL Server Certified Technology Specialist	
	♦ Minimum of 5 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)**	
	4. Solution Implementer	
	♦ At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree	
	♦ Related certification in information system implementation (e.g. MCP, MCTS etc).	
	♦ Minimum of 5 Years specific work experience in ERP system installations. **(Documental evidence to be attached of all copies of above documents)**	
	♦ **Business Intelligence Consultant** At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree	
	♦ Professional Certification in business intelligence (e.g. MCSA etc.)	
	♦ Minimum of 3 Years specific work experience in ERP system installations **(Documental evidence to be attached of all copies of above documents).**	
	Subtotal	**50**
7.	Demonstration of the system on how it meets the requirements on each of the modules	**25**
8.	Due diligence to confirm that the proposed solution meets the specifications at provided clients sites	**5**
	Total Technical Score	**80 Marks**

The Minimum Technical Score (TS) required to pass is: points [60]

NB: After technical evaluation of the tenders, those tenders that shall not have attained a minimum Pass marks of 60 shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.

FINANCIAL EVALUATION

FINANCIAL EVALUATION

This will be carried out only for those tenders that have passed BOTH Preliminary and Technical Evaluation.

The formula in determining the financial score is as follows: -

$$SF = FM \times 100$$

F= Financial

SF = Financial Score

FM = Lowest Financial Proposal

F = Financial Proposal under consideration.

The weights given to the technical proposal (T) is 0.80 and for financial proposal (P) is 0.20.

The lowest bid will be given maximum financial score.

The formula in determining the financial score is as follows: -

That the Financial evaluation had a weighting of 20%. The formula in determining the financial score is follows: $SF = FM \div F \times 100$

SF = Financial Score

FM = Lowest evaluated bidder

F = Financial price under consideration The lowest priced bidder shall score 20%. Combined Technical and Financial Scores

STAGE 4: COMBINED FINANCIAL AND TECHNICAL SCORE

The evaluation results will be ranked on Combined Financial and Technical Score which is given as follows: - $S = St + Sf$

Where

St = Technical Score

Sf =Financial Score

S = Combined Financial and Technical Score

The combined technical and financial scores shall be determined using the formula below. The Weights given to The Technical (T)

and Financial Proposals

(P) are: T=0.80 P= 0.20

The evaluation results will be ranked on combined financial and technical scores which is given as follows: $S = St \times T\% + Sf \times P\%$

Where: -

St = Technical Score

 T =Technical Weighting

Sf =Financial score

P = Financial Weighting

S = Combined financial and Technical Score

The Successful Tenderer shall be the one with the highest combined score.

AWARD CRETERIA

The tender shall be awarded to the Highest combined score will be recommended for the award

5   Tender Evaluation (ITT 35.5)

6   Alternative Tenders (ITT13.1) – Not Applicable

7   Apply Margin of Preference – Not Applicable

8   Post qualification and Contract ward (ITT 39), more specifically,
a)   In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b)   In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

> i)   The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet cash flow of Kenya Shillings *30 Million*

> ii)   Minimum average annual turnover of Kenya Shillings *10 Million (10 million)* equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last *Two (2)* years.

> iii)   At least *two (2)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings **five**
> **(5) Million** or equivalent in the last *four (4) years*.

> iv)   Contractor's Representative and Key Personnel, which are specified as *Team Leader/Project Manager, Software Engineer, Database Expert/Administrator, Solution Implementer,*
> *System Security Expert, Business Intelligence Consultant*

> v)   Contractors' key equipment listed on the table "Contractor's Equipment" below – **Not Applicable**

> iv)   Other conditions:

>> **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 on going under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

9 QUALIFICATION FORM

Item No.	Qualification Subject	Qualification Requirement to be met	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification metor Not Met)
1	2.1.1 Nationality	Nationality in accordance with ITT 4.5.	Form ELI –2.1.1 and 2.1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	2.1.2 Conflict of Interest	No- conflicts of interests as described in ITT 4.3.	Form of Tender	
4	2.1.3 Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6.	Form of Tender	
5	2.1.4 State owned Entity of the Procuring Entity country	Compliance with conditions of ITT 4.7	Form ELI –2.1.1 and 2.1.2, with attachments	
6	2.1.5 United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8	Form of Tender	
7	History of non-performing contracts	Non-performance of a contract[1] did not occur as a result of Tenderer's default since 1st January *[2016]*.	Form CON - 2	
8	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and ITT 20.10	Form of Tender	
9	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer.	Form CON – 2	
10	2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer'scountry, other financial statements acceptable to the Procuring Entity, for the last *three* (3) *years* to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability.	Form FIN – 2.3.1 with attachments	
11	2.3.2 Average Annual Turnover	Minimum average annual turnover of fifty (*50) Million* Kenya Shillings equivalent, calculated as total certified payments received for contracts in progressor completed, within the last *2* years	Form FIN –2.3.2	
12	2.3.3 Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: Minimum of *30 Million* Kenya Shillings or Equivalent	Form FIN –2.3.3	
13	2.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last *5 years* prior to the applications submission deadline.	Form EXP-2.4.1	
	2.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV[2] member, sub-	Form EXP 2.4.2	

[1] Nonperformance, as decided by the Procuring Entity, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Procuring Entity decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

[2] For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, and role and responsibilities shall be considered to meet this requirement.

		contractor, in at least One (1) contract in one public or private university/college within the last _Five_ (5) years, with a minimum value of **35 Million** (**KES 35,000,000.00**), that have been successfully and substantially completed and that are similar to the proposed Information.		

10. Personnel

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

SCHEDULE OF PERSONNEL	
Position	**Minimum Qualifications**
Project Manager	1. At least a Bachelor Degree in Business Information System, Computer Science, Engineering, IT or related ICT degree 2. Certification in Project Management (PMI) 3. Professional Certifications in Information Systems Implementation. 4. Enterprise Resource Planning (ERP) System Consultant **5. Minimum of 4 Years specific work experience in ERP system installations.** **(Documental evidence to be attached of all copies of above documents)**
Software Engineer	1. At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree 2. Professional Certification in system design and development (e.g MCTS, MCP etc). **3. Minimum of 4 Years specific work experience in ERP system installations.** **(Documental evidence to be attached of all copies of above documents)**
Database Expert/Administrator	1. At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree 2. Professional Certification in database administration 3. SQL Server Certified Technology Specialist **4. Minimum of 4 Years specific work experience in ERP system installations.** **(Documental evidence to be attached of all copies of above documents)**
Security Expert	1. At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree 2. Enterprise and Infrastructure Security Certification **3. Minimum of 2 Years specific work experience in ERP system installations.** **(Documental evidence to be attached of all copies of above documents)**
Solution Implementer	1. At least a Bachelor of Science in Computer Science, Engineering, IT or related ICT degree 2. Related certification in information system implementation (e.g. MCP, MCTS etc). **3. Minimum of 4 Years specific work experience in ERP system installations.** **(Documental evidence to be attached of all copies of above documents)**
Business Intelligence Consultant	1. At least a Bachelor of Science in Statistics and Programming, Computer Science, Engineering, IT or related ICT degree 2. Professional Certification in business intelligence (e.g. MCSA etc.) **3. Minimum of 3 Years specific work experience in ERP system installations.** **(Documental evidence to be attached of all copies of above documents)**

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

11. Subcontractors/Vendors/Manufacturers

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in Kenya. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITT 4 and 5 and meets the minimum criteria listed above for that item.

SECTION IV – TENDERING FORMS

1.   FORM OF TENDER

INSTRUCTIONS TO TENDERERS
i)   The Tenderer must prepare this Form of Tender on stationery with its letter head 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 TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, *CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and   the   SELF DECLARATION OF THE TENDERER,* all *attached to this Form of Tender*
iv)   The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.
   •   Tenderer's Eligibility-Confidential Business Questionnaire
   •   Certificate of Independent Tender Determination
   •   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 for an alternative*]
To: .... [***insert complete name of Procuring Entity***]

a)   **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);
b)   **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
c)   **Tender-Securing Declaration:** We have not been debarred by the Authority based on execution of a Tender- Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 4.8;
d)   **Conformity:** We offer to provide design, supply and installation services in conformity with the tenderingdocument of the following: [*insert a brief description of the IS Design, Supply and Installation Services*];
e)   **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
[*Option1, in case of one lot:*] Total price is: [*insert the total price of the Tender in words and figures, indicating thevarious amounts and the respective currencies*];
Or
[*Option 2, in case of multiple lots:*] (a) Total price of each lot [*insert the total price of each lot in words andfigures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respectivecurrencies*];
(**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 ITT 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 23.1 (as amended ifapplicable), and it shall remain binding upon us and may be accepted at any time before the expiration of thatperiod;
h)   **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance withthe tendering document;
i)   **One Tender per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are notparticipating in any other Tender (s) as a Joint Venture member, and meet the requirements of ITT 4.3, otherthan alternative Tenders submitted in accordance with ITT 13;
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 in eligibleunder Laws of Kenya or 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 ofITT 4.7*];
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, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

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

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

p) <u>**Collusive practices:**</u> 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 Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from ***www.ppra.go.ke*** during theprocurement process and the execution of any resulting contract.

r) We, the Tenderer, have fully completed 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 offraud and corruption.
   iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya. Further, we confirm that we have read and understood the full contentand scope of fraud and corruption as in formed in **"Appendix1-Fraud and Corruption"** attached to the Form of Tender.

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

(1)   TENDERER'S   ELIGIBILITY-CONFIDENTIAL   BUSINESS

QUESTIONNAIRE Instruction to Tenderer

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

a)   Tenderer's details

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

General and Specific Details

b)   Sole Proprietor, provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

c)   Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d)   Registered Company, provide the following details.
    (i)   Private or public Company _____
    (ii)   State the nominal and issued capital of the Company

        Nominal Kenya Shillings (Equivalent)...

        Issued Kenya Shillings (Equivalent)...

    (iii)   Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES or NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer.		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant inthe 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 such Contract.		
9	Has the conflict stemming from such relationship stated initem 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f)   Certification

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

Full Name_____

Title or Designation_____

_____   _____

(Signature)   *(Date)*

2) <u>CERTIFICATE OF INDEPENDENT TENDER DETERMINATION</u>

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

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

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

ii).   I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in everyrespect;

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

iv).   For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include anyindividual 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;

v).   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;

vi).   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 asspecifically disclosed pursuant to paragraph (5) (b) above;

vii).   In addition, there has been no consultation, communication, agreement or arrangement with any competitorregarding 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;

viii).   The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever 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]

3) **SELF-DECLARATION FORMS**

FORM SD1

SELF DECLARATION THAT THE PERSON/ TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLICPROCUREMENT 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/Vice-Chancellor 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 here in above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENTPRACTICE

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/ Vice-Chancellor 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 Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I   .... (person)   on behalf

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

I do 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…………………………………………………...

4) 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, 2015 (the Act) and the Public Procurement and AssetRegulations, 2020 (the Regulations) and any other relevant Kenya's Acts or Regulations related to Fraud andCorruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts thatare 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, Serviceproviders 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 Corruptionand fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Section 66 of the Act 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 consequencesfor offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:

   i) 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;

   ii) Adperson referred to under subsection (1) who contravenes the provisions of that sub-section commits anoffence;

   iii) 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;

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

   v) 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 tothe procurement or contract; and

   c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the groupof tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

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

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

2.2 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:
      i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything ofvalue 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:

1) 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

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

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

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

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

d) Pursuant to the Act and the Regulations, the Procuring Entity may recommend to PPRA for sanctioning and debarment of a firm or individual, as applicable under the Act and the Regulations;

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

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

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

[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 there of as relevant; accessing and examining any other documents ,data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

FINANCIAL PROPOSAL FORMS

Notes to Tenderers on working with the Financial Proposal Forms

1.1   General

The Financial Proposal forms are divided into separate Schedules as follows:

a   Price Schedule
b   Breakdown of price per activity.
c   Breakdown of remuneration per activity.
d   Reimbursable per activity.
e   Miscellaneous expenses

1.2   The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Tenderers shall have read the Technical Requirements and other sections of these tendering documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

1.3   If Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Tenderers in the tendering documents prior to submitting their tender.

2.   Pricing

2.1   Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by theTenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.

2.2   Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.

2.3   The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can thereforechange a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.

2.4   Payments will be made to the Supplier in the currency or currencies indicated under each respective item. Asspecified in ITT18.2, no more than two foreign currencies may be used.

1. PRICE SCHEDULE

PRICE SCHEDULE		Estimate Costs in Kshs.
	Indicate price per module including portals	
1.	Systems Manager – 20 user licenses, unlimited access licenses through the portals, Core Framework (includes Staff, students and Lecture evaluation portal (Online services), integration with legacy systems e.g. Library Management Access rights management integrated with SMS and Email	
2.	System Administration	
3.	ELearning module – Integration with existing system.	
4.	Quality management and compliance & Performance contract management	
5.	Admissions and Registration module - automated online recruitment and online application including portals	
6.	Health and Hospital	
7.	Academic and Examination	
8.	Human Resource Management and payroll including file registry module	
9.	Industrial attachment/placement / Teaching practicum module	
10.	Board of postgraduate module	
11.	Procurement and Inventory(Fixed assets (Asset Management)) including an etender box / eProcurement end to end, Supplier portal	
12.	Finance module	
13.	Catering (PAYE)	
14.	Hostels and Accommodation including online booking of hostels and allocation	
15.	Estates management	
16.	Transport/fleet management	
17.	Legal/ Litigation Matters Management	
18.	Library Module	
19.	Public relations and Corporate Affairs & Eboard Module	
20.	Council Module	
21.	Directorate of Quality Assurance and performance management module	
22.	Directorate of Research, Innovation and Consultancy	
23.	Electronic Document management System	
24.	Security Module	
25.	Student Affairs Module	
26.	Career Services Office Automation Module	
27.	ICT help desk module – Manage Service requests	
28.	Directorate Of Linkages, Outreach, And Partnerships (Lop) Module	
29.	Business Intelligence (MS Power BI) – for dashboard reporting	
30.	Software licenses for Server Microsoft Server Operating systems Server and Database system.	
31.	Provision of ERP software system Licenses and associated licenses	
32.	Data Conversion and Migration from old System to new System	
33.	Training	

34.	Configuration of a cloud server for a mirror back up in the cloud e.g. KENET Cloud, AWS cloud, Azure cloud, Google cloud, Konza cloud	
35.	Other Costs	
36.	**VAT (16%)**	
TOTAL COST FOR SUPPLY, INSTALLATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED ELECTRONIC RESOURCE PLANNING SOFTWARE INCLUDING ONE YEAR FREE TECHNICAL SUPPORT AFTER COMPLETION OF PROJECT		

Name of Tenderer: _____

_____Date _____

Authorized Signature of Tenderer:

2.   BREAKDOWN OF PRICE PER ACTIVITY

BREAKDOWN OF PRICE PER ACTIVITY

Activity No.:	**Description:**
Price Component Amount(s) Remuneration Reimbursable Miscellaneous Expenses Subtotal	

Name of Tenderer:_____

_____Date_____

Authorized Signature of Tenderer:

3. BREAKDOWN OF REMUNERATION PER ACTIVITY

I. BREAKDOWN OF REMUNERATION PER ACTIVITY			
Activity No._____ **Name:**_____			
Names	**Position**	**Remuneration Rate**	**Amount (Kshs)**
Staff			

Name of Tenderer:_____

Date_____

Authorized Signature of Tenderer:_____

4. REIMBURSABLES PER ACTIVITY

	REIMBURSABLES PER ACTIVITY					
	Activity No: _____Name: _____					
No.	Description	Unit	Quantity	Unit Price	Total Amount (Kshs)	
1. 2. 3. 4.	Air travel Road travel Rail travel Subsistence Allowance	Trip Kms Kms Day				
				Grand Total		

Name of Tenderer: _____

_____Date_____

Authorized Signature of Tenderer:

5. **MISCELLANEOUS EXPENSES**

III.	MISCELLANEOUS EXPENSES				
Activity No: _____ Activity Name: _____					
No.	Description	Unit	Quantity	Unit Price	Total Amount (Kshs)
1. 2. 3. 4.	Communication costs (telephone, telegram, telex) Drafting, reproduction of reports Equipment: computers etc. Software				
				Grand Total	

Name of Tenderer:_____Date_____

Authorized Signature of Tenderer: _____

6.   Country of Origin Code Table

Country of Origin	Country Code	Country of Origin	Country Code	Country of Origin	Country Code

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.11, 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		xxxxxx	

2. Form ELI-1 Tenderer Information Form

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

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

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

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

1. Tenderer's Name [*insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[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 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
☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Form ELI-1 Tenderer's JV Members Information Form

[The Tenderer 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]*

Page_____of_____pages

1.   Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's   name: *[insert JV's Member legal name]*
3.   Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4.   Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6.   Tenderer's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert*   *address of JV's Member authorized representative]*   Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*   Email Address: *[insert email address of JV's Member authorized representative]*
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 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 they are not under the supervision of the Procuring Entity in accordance with ITT 4.6.   ☐   Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.   Form CON―1 Historical Contract Non-Performance and Pending Litigation.

In case a pre-qualification process was conducted this form should be used only if the information submitted at thetime of pre-qualification requires updating

Tenderer's Legal Name: _____Date: _____

JV member Legal Name: _____

ITT No.: _____

Age of _____pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, KES equivalent)
____ ―	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____
____ ―	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____

5. Form EXP - 1 Experience – General Experience

Tenderer's Legal Name:_____Date:_____

JV Member Legal Name:_____ITT No.: _____

Page_____of_____pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
_____	_____		Contract name: Brief Description of the Information System performed bythe Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed bythe Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed bythe Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed bythe Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed bythe Tenderer: Name of Procuring Entity: Address:	_____
_____	_____		Contract name: Brief Description of the Information System performed bythe Tenderer: Name of Procuring Entity: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year.

6. **Form EXP – 2 Specific Experience**

Tenderer's Legal Name: _____   Date:_____

JV Member Legal Name: _____   ITT No.: _____

Page_____of_____pages

Similar Contract Number:_____of____required.	Information		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	☐ Prime Supplier	☐ Management Contractor	☐ Subcontractor
Total contract amount	_____		KES_____
If member in a JV or subcontractor, specify participation of total contract amount	_____%	_____	KES_____
Procuring Entity's Name:	_____		
Address: Telephone/fax number:E-mail:	_____ _____ _____ _____		

7. **Form EXP – 2 (cont.) Specific Experience (cont.)**

Tenderer's Legal Name: _____   Page_____of_____pages

JV Member Legal Name: _____

Similar Contract No.___[insert specific number] of [total number of contracts]_____required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Key Activities	_____

8. Form CCC-1 Summary Sheet: Current Contract Commitments/ Work in Progress

Name of Tenderer or partner of a Joint Venture.

Tenderers and each partner to a Joint Venture tender should provide information on their current commitments on all contracts that have been awarded, or for which a Form 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

Name of contract	Procuring Ent contact address/tel./fax	Value of outstand Information Syst (current KES equivalen	Estimated completin date	Average monthly invoic over last six mon (KES/month)
1.				
2.				
3.				
4.				
5.				
etc.				

9. Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name:_____ Date:_____

JV Member Legal Name: _____ ITT No._____

Page_____of_____pages

To be completed by the Tenderer and, if JV, by each member

Financial information in KES equivalent	Historic information for previous **Three (3)** years (KES equivalent in 000s)						
	Year 1	Year 2	Year 3	Year …	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

a)   Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.

b)   Historic financial statements must be audited by a certified accountant.

c)   Historic financial statements must be complete, including all notes to the financial statements.

d)   Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

10. Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	KES equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

11. Form F-3 Financial Resources

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

Source of financing	Amount (KES equivalent)
1.	
2.	
3.	
4.	

12. **Personnel Capabilities**

i) **Key Personnel**

Name of Tenderer or partner of a Joint Venture

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

1.	**Title of position:** …	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Ganttchart*]
2.	**Title of position:** …	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Ganttchart*]
3.	**Title of position:** …	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Ganttchart*]
4…	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will beengaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Ganttchart*]

ii) Candidate Summary

Position		Candidate ☐ Prime ☐ Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Email
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

13. Technical Capabilities

Tenderer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Tenderer should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Tenderer proposes to utilize in the execution of the Contract or Contracts.

14. Manufacturer's Authorization

Note: This authorization should be written on the Form head of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Tenders Title and No.:_____[*Procuring Entity insert: **ITT Title and Number**]*

To:_____[*Procuring Entity insert: **Procuring Entity's Officer to receive the Manufacturer's Authorization**]*

WHEREAS *[insert: **Name of Manufacturer**]* who are official producers of_____*[insert: **items of supply by Manufacturer**]* and having production facilities at_____*[insert: **address of Manufacturer**]* do here by authorize_____*[insert: **name of Tenderer or Joint Venture**]* located at_____*[insert: **address of Tenderer or Joint Venture**]* (hereinafter, the "Tenderer") to submit a tender and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the tendering results in a Contract between you and the Tenderer, the above-listed products will come with our full standard warranty.

Name *[insert: **Name of Officer**]* in the capacity of *[insert: **Title of Officer**]* Signed_____

Duly authorized to sign the authorization for and on behalf of:_____*[insert: **Name of Manufacturer**]* Dated this

_____*[insert: **ordinal**]* day of [*insert: **month**], [insert: **year**]. [add Corporate Seal (where*

appropriate)]

(v) Subcontractor's Agreement

Note: This agreement should be written on the Form head of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Tenders Title and No.:_____[*Procuring Entity insert:* ***ITT Title and Number***]

To:_____[*Procuring Entity insert:* ***Procuring Entity's Officer to receive the Subcontractor's Agreement***]

WHERE AS *[insert:* ***Name of Subcontractor****],* having head offices at_____*[insert:* ***address of Subcontractor****],* have been informed by_____*[insert:* ***name of Tenderer or Joint Venture****] located* at _____*[insert:* ***address of Tenderer or Joint Venture****]* (here in after, the "Tenderer") that it will submit a tender in which_____ _____*[insert:* ***Name of Subcontractor****]* will provide_____*[insert:* ***items of supply or services provided by the Subcontractor****].* We hereby commit to provide the above-named items, in the instance that the Tenderer is awarded the Contract.

Name *[insert:* ***Name of Officer****]*in the capacity of_____*[insert:* ***Title of Officer]*** Signed

_____Duly authorized to sign the authorization for and on behalf of:

_____*[insert:* ***Name of Subcontractor****]*

Dated this_____*[insert:* ***ordinal****]* day of_____*[insert:* ***month****],*_____*[insert:* ***year****].*

[add Corporate Seal (where appropriate)]

vi)   List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

15.   Intellectual Property Forms

Notes to Tenderers on working with the Intellectual Property Forms

In accordance with ITT 11.1(j), Tenderers must submit, as part of their tenders, lists of all the Software included in the tender assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Tenderers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.

i)   Software List

Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software
	(select one per item)			(select one per item)	

ii)   List of Custom Materials

Custom Materials

9.   Conformance of Information System Materials

I)   Format of the Technical Tender

In accordance with ITT 16.2, the documentary evidence of conformity of the Information System to thetendering documents includes (but is not restricted to):

a)   The Tenderer's Preliminary Project Plan, including, but not restricted, to the topics specified in the TDS ITT 16.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of the Procuring Entity and any other involved third parties in System supply and installation, as well as the Tenderer's proposed means for coordinating activities by each of the involved parties to avoid delaysor interference.

b)   A written confirmation by the Tenderer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.

c)   Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offeredto those Technical Requirements.

In demonstrating the responsiveness of its tender, the Tenderer must use the Technical ResponsivenessChecklist (Format). Failure to do so increases significantly the risk that the Tenderer's Technical Tender will be declared technically non-responsive. Among other things, the checklist should contain explicit cross- references to the relevant pages in supporting materials included the Tenderer's Technical Tender.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Tenderer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Tenderer should indicate *that*–and to the greatest extent practical–*how* the Tenderer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existingproducts (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration,integration, training, etc.) some effort should be expended to describe how they would be rendered – notjust a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is forthe Supplier to provide certifications (e.g., ISO9001), copies of these certifications must be included in theTechnical Tender.

Note: The Manufacture's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Tenderer Qualifications), in accordance with and ITT 15.

Note: As a matter of practice, the contract cannot be awarded to a Tenderer whose Technical Tender deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

d) Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). Inthe interest of timely tender evaluation and contract award, Tenderers are encouraged not to overload the supporting materials with documents that do not directly address the Procuring Entity's requirements.

e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDSITT17.2 required Tenderers to tender.

Note: To facilitate tender evaluation and contract award, Tenderers encouraged to provide electronic copies of their Technical Tender–preferably in a format that the evaluation team can extract text from tofacilitate the tender clarification process and to facilitate the preparation of the Tender Evaluation Report.

II)   Technical Responsiveness Checklist (Format)

Tech. Require. No.	Technical Requirement: *[insert: abbreviated description of Requirement]*
Tenderer's technical reasons supporting compliance:	
Tenderer's cross references to supporting information in Technical Tender:	

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_____(herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of_____ under Request for Tenders No. _____("the ITT").

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

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sumor 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 signeddocument 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 ("theTender 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 anyextension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed tofurnish 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 successfulTenderer, 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.

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]* (hereinaftercalled "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, itssuccessors 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 Vice-Chancellor's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Vice-Chancellor; 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 Vice-Chancellor; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructionsto 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 Applicantis not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notificationto 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.

TENDER - SECURING DECLARATION FORM {r 46 and155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated] Date:.. *[insert date* (as day, month and year) of Tender Submission]

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

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

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

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser 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 oftender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of ourBid 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

PART 2 – PROCURING ENTITY'S REQUIREMENTS

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

SPECIFICATIONS OF THE SYSTEM AND REQUIREMENTS

1. **Background and Informational Materials**

A. BACKGROUND

1 **The Procuring Entity**

Murang'a University of Technology (MUT) is a Chartered Public University. The University achieved a fully-fledged University status on October 7th, 2016. The University is located 1.5 km east of Murang'a Town, in Murang'a County.

Murang'a University of Technology is in the process of implementing an ERP system to a in the management of its internal processes and management. The new system should go beyond record keeping to deliver advanced reporting and analytics, enhanced performance management, automating operations and deliver a feature-rich HR self-service portal for staff. The sysem will be hosted on premise.

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

Murang'a University of Technology (MUT) wishes to invite tenders from qualified, competent, experienced and committed firms to **Supply, Install, Configure, Train, Commission and Support of the latest version of Enterprise Resource Planning (ERP) System.**

The implementation **Must** consist of the latest enhanced features provided by Enterprise Resource Planning (ERP) System in their software module specifications and requirements.

2.1 The Objectives

The following are the specific objectives and include: -

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

The Scope of Work, Deliverables and Acceptance Process

2.2.1 The Scope

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

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

B. INFORMATIONAL MATERIALS

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

The Information System MUST comply with the following laws and regulations:
a. The Data Protection Act 2019
b. Computer Misuse and Cyber-Crime Act 2018
c. The Information and Communication Technologies Act, CHAPTER 411A
d. The Electronic Transaction Act 2000 (as amended)
f. Copyright Act 2014

4   Problem Statement

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

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

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

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

6 Project Implementation Stages and Deliverables

6.1.1 Project Implementation Process

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

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

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

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

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

6.1.1.5   Stage 5: System installation, data migration, implementation, integration with other relevant systems and end to end system testing and training of system users and Go live.

6.1.1.6   Stage 6: Go live and user acceptance testing, Running the process to ensure they meet and satisfy user requriements.

**6.1.1.7   ** Provision of training to all the relevant groups in the MUT (users, Technical, administrators, super usersand other stakeholders).

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

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

6.2 Acceptance Process as Per the Deliverables in Each Stage

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

Stages	Description	Project Deliverables	PROOF
Stage 1	***Project planning and conceptual solution definition***: Understanding the requirements and developing the Project plan.	Requirements Document and System Design Document	Inception Report
		Full detailed project plan including work plan & Gantt chart	
Stage 2	***Detailed analysis and design of the solution***: Create user requirements blueprint and design the web-based platform prototype based on the blueprint.	Refined user requirements blueprint and the enterprise integration platform architectural design.	Certificate of Acceptance and Sign Off for Technical Architecture Document, Final Business requirements Doc and prototype system
		Web-based Integration platform Prototype based on the blueprint.	
Stage 3	***Development/customization and configuration*** of the platform incorporating the user comments including testing of each module	Development/customization and configured integration platform	Certificate of Acceptance and Sign Off for the tested system report
		Test reports for each functionality	
Stage4	***Preparation of the required hardware*** provided by the Agency to ensure smooth implementation of the proposed platform	Hardware configuration ready for installation of the proposed platform.	UAT Certificate
Stage 5	***System installation, implementation, integration*** with other relevant systems and end to end system testing and go live.	Integrated System installation and implementation with other relevant systems, including.	Certificate of Acceptance and Sign Off for testing report and end to end functional testing report.
		End to End system testing reports	
			Test report for the integrated system (end to end)
			User Acceptance Test Cases/Scripts and UAT Plan
			Approved UAT Report
Stage 6		Provision of training to all the relevant groups in the Agency (users, Technical, administrators, super users and other stakeholders).	Approved Training Plan
			Provision of training to all the relevant groups in the Agency (users, technical, administrators, super users and other stakeholders).
			User and Training Manuals for the System
			Operational Manuals for all Hardware and Software
			User Manuals and Training Manuals for the System
		Hand over, and Provision of	Handover plan

Stage 7		Maintenance and Support during and after completion of Stages 1-4 for 12 months. Subsequently, maintenance and support will be renewed on an annual basissubject to satisfactory performance as per the SLA	Maintenance and Support plan for 12 months warranty period. This will be renewed annually subject on satisfactory performance.

6.3 Governance Responsibility

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

(i)   **Representatives from MUT and ICT Authority who form the following committees/groups**

- Steering Committee
- Project Manager;
- Business Processes Committee - Functional staff involved in the various

Phases of the workflow;

(ii)   **Technical Experts**

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

Functional, Architectural and Performance Requirements

i)   **Legal and Regulatory Requirements to be met by the Information System**

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

Technical and Functional Requirements:

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

SN	Module and Submodules	Response/Comment
1.	Systems Manager – 20 user licenses, unlimited access licenses through the portals, Core Framework (includes Staff, students and Lecture evaluation portal (Online services), integration with legacy systems e.g. Library Management (Customization of Koha), Access rights management integrated with SMS module.	
2.	System Administration Sub module • User Time Registers • User Authentication Process • Super User Powers • Roles and Permissions • Change Log Records/Audit logs • Backups • Disaster Recovery Plans	
3.	ELearning module – Integration with existing system. • Student data sync - once an account is created for a student, an account is created on the LMS • LMS Automatic enrolment to registered courses on the ERP • Grade sync - grades in the LMS are captured in the ERP gradebook • Tutor enrolment sync - Tutors in course allocations are enrolled to their respective courses which students have registered on the ERP	

4.	Quality management and compliance
	• Monitoring & Control:
	• Reporting:
	   - Audit Planning and Scheduling
	• Audit Execution
	• Corrective Action and Finding module
	   - Management review.
	   - Management review
	• Performance contract management	

5.	Admissions and Registration module - automated online recruitment and application	
6.	Health and Hospital • Patient Management • Clinical Health Information • Clinical Services • Pharmacy • Referrals	

	• Laboratory Services • Medical Claims • Order Entry and Prescription • Billing	

7.	Academic and Examination
	    • Academic Module
	    • Online Application
	    • Student Admission
	    • Course cataloging and registration
	    • Course Allocation
	    • Examinations
	    • Student Management
	    • Timetabling
	    • Student disciplinary
	    • Senate Secretariat
	    • Lecturer Evaluation
	    • Part Timer sub module
	    • Class and examination attendance
	    • Graduation
	    • Alumni
	    • Student Clearance
	    • Field Course
	    • Industrial Attachment	

8.	Human Resource Management and Payroll • Employee Management • Recruitment and Applicant tracking • Onboarding • Time and attendance management • Performance Management • Training and Development • Leave management • Payroll processing • Employee Self service • Benefit Administration • Employee Communication • Staff disciplinary • Deployment and Transfers • Promotions • Registry • Separation • Industrial Attachment • Contract Appointments • Registry and File Movement Sub module - track physical files of staff and students – check in and check out files.	
9.	Industrial attachment/placement module including attachment portal to manage student on attachments.	

10.	Board of Postgraduate Module – manage research supervision and submission of proposals and concepts, allocation of supervisors and approval workflows	
11.	Procurement and Inventory(Fixed assets (Asset Management)) including an etender box / eProcurement end to end, Supplier portal	
12.	Finance module not limited to; • Payments • Income Generating Activities e.g. MUT enterprise, workshops, farm, job cards workflows • Accounts payable • Imprest management • Internal and external part-timers • Cash Office Management • Bank reconciliation • Payroll Management • Project accounts • Budgeting • Online Banking, bank integration & Mpesa Integration to 222222	
13.	Catering (PAYE)	
14.	Hostels and Accommodation including online booking of hostels and allocation	
15.	Estates management - manage repairs request, job cards etc	
16.	Transport/fleet management- manage cars inventory, repairs, requisitions etc. • Requisition • Fleet Management • Garage Management • Trip Management and Tracking • Fleet Maintenance	
17.	Legal/ Litigation Matters Management • Memorandum of Understanding • Litigation matters	
18.	Library Module – • Integration with KOHA and some customizations e.g. laptop check in. • Library Management Systems- • Off-Campus access to eresources-RemoteXs • Other Areas of Integration • Financial Integration • Integration with KOHA and some customizations e.g. laptop check in.	
19.	Public relations and Corporate Affairs • Eboard Meeting Dashboard Sub module Council, Senate, Deans, School Board, Departmental Boards • Boardroom Reservations, • Transport Requisitions • Website Uploading Request, • Graphic Design Request Module • Social media write up request and submission.	
20.	Council Module • Member Profile Management	

	• Council Calendar • Council Calendar • Council Almanac/Work plan. • Council Minutes. • Automatic alerts for scheduled meetings. • Document management (Council Paper, Report and Minutes). • Claims for Council members. • Communication of Council resolutions.	
21.	Directorate of Quality Assurance and performance management module – specs under review by director • Monitoring of Students' registration and orientation process. • Monitoring of lecture take-offs at the beginning of every semester. • Monitoring of Examinations (CATs and End of semester exams) • Conducting evaluation of teaching and learning (Mid-semester & End of semester). • Conducting Evaluation of practical teaching and learning at the end of every semester. • Conducting evaluation of teaching practicum.	
22.	Directorate of Research, Innovation and Consultancy • Research Project Management Grant and Funding Management. Facilities and Resource Allocation Collaboration – manage MoUs, MoAs and other collaborations in the University. This tool will be vital in linking researchers with existing collaborators. Contracts and other Project Document Management Training and Professional Development – track training • Publication management. • Online research publications • Journals management module	
23.	Electronic Document management System – EDMS to be a fully fledged module integrated with document storage, storage and workflow engine to make university paperless.	
24.	Security Module - Gate Management System including Biometric Identification • Gate Management System • Biometric Identification System • CCTV • Security Incident Management	
25.	Student Affairs Module • Work-study • Sports and Clubs • Student Online Voting • Counselling issues - Client appointment (Scheduling and Rescheduling of Client Sessions • Leave of Absence • Hostel Management • Student Disciplinary • Catering	

26.	Career Services Office Automation Module	
27.	ICT help desk module – Manage Service requests	
28.	Directorate Of Linkages, Outreach, And Partnerships (Lop) Module	
29.	Online Staff and Student portal – self-service portal to have most/all request done online and to follow a defined workflow.	
30.	Business Intelligence (MS Power BI) – for dashboard reporting	
31.	Supply, Delivery and installation Software licenses for Server Operating systems Server and Database system.	
32.	Provision of ERP software system Licenses and hosting ERP on premise	
33.	Data Conversion and Migration from old System to new System	
34.	Training of users : System users and Technical staff	
35.	Configuration of a cloud server for a mirror back up in the cloud e.g KENET Cloud, AWS cloud, Azure cloud, Google cloud, Konza cloud	

SECTION 1: TECHNICAL SPECIFICATIONS OF THE PROPOSED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

INTRODUCTION

Murang'a University of Technology wishes to procure an Enterprise Resource Planning (ERP) system that will help to automate the business processes by employing an integrated user interface. Detailed specifications of the various modules are as described below.

GENERAL SPECIFICATIONS

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

A Multi–Company System

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

1.1.1 An On-line and Multi User System

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

1.2.3 Workflow Management

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

1.2.4 Importing /Exporting Data

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

1.2.5 Access Points

We envisage that the University shall have a centralized site where the database will reside. All end users must be able to access that system from any point within the University and outside. Access to the system via the portals should have unlimited licenses.

1.2.6 Data Migration

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

1.2.7 Operating Platforms

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

1.2.8 Web enabled

The software should be a fully centralized web based solution. The software should be internet enabled for communication with clients such as students, creditors and banks. The system should enable data access via the web for all of its functions.

1.2.9 Backup and Recovery

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

1.2.10 Integration

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

1.2.11 Security and Administration

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

1.2.12 Availability and reliability

The system should be reliable and available. Possibility of a failover system should be considered to minimize single point of failure. The system should also perform adequate load balancing to maintain priorities.
1.2.13

Table 2.1. Mandatory Requirements ERP Requirements

S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
1.	Provide the latest ERP Version released in the market and ensure appropriate tuning for performance. The Software Must consist of the latest enhanced features provided by the Enterprise Resource Planning System in the market.		

S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
2.	Implementation process Project Charter. The bidder should describe the implementation process/methodology and project plan.		
3.	Data Migration: The bidder shall be required to migrate data from the current running systems. Transform all existing records (older/current databases).		
4.	The bidder should prepare a conversion plan describing how the proposed system will transform all existing records (or older/current databases) into a suitable format.		
5.	Multi-user environment: The system shall support and maintain records for several autonomous and inter-linked units of the University. These clients should maintain autonomy to allow distributed processing. To achieve this, the University expects an on-line multi-user system that also provides for remote data capture, validation and updates to the central system.		
6.	Workflow Management: The system must support document workflow with the ability to conform to University policies, processes and procedures		
7.	Open Data Architecture: The software must allow for export to / import from external data file formats and from other applications		
8.	Operating Platforms: The system must run on platforms that are compatible with the existing operating systems and data base management platforms.		
9.	The System Platform: will be operated on a Local Area Network with Windows as clients and server		
10.	Web enabled: The software is a fully centralized web based solution. The software should be internet enabled for communication with clients such as students, creditors and banks. The system should enable data access via the web for most of its functions.		
11.	Backup and Recovery: The system provides the facility for automatic and manual backups that are encrypted for security purposes. The encryption and decryption keys should be made available to the authorized personnel for safekeeping. Recovery procedures from backups should be seamless and possible within reasonable time.		

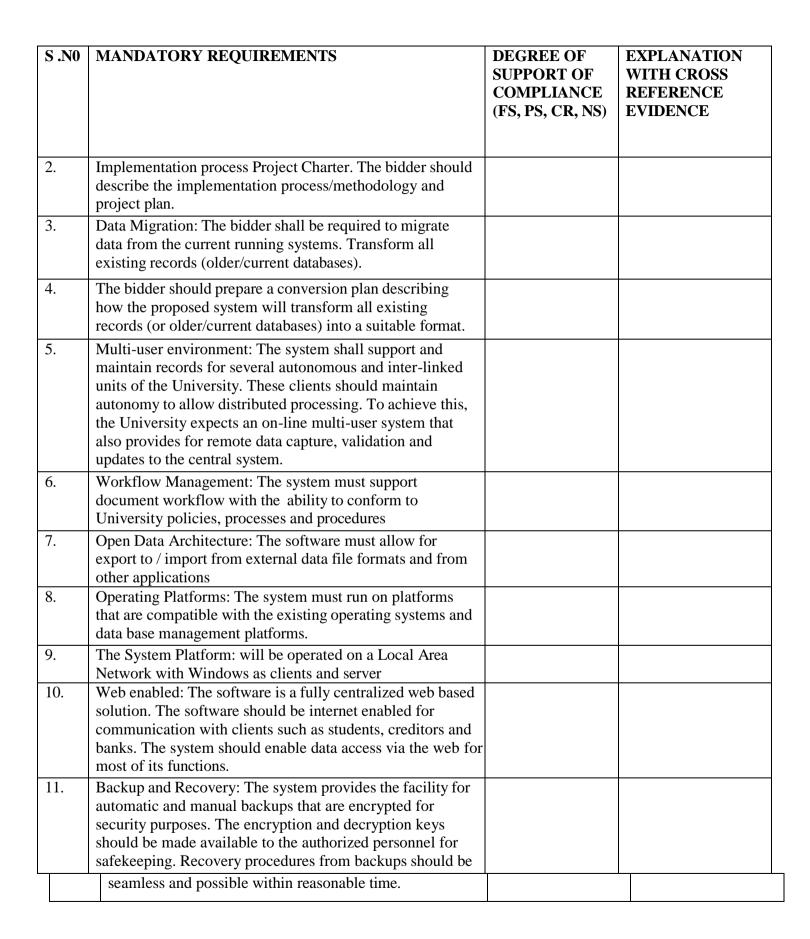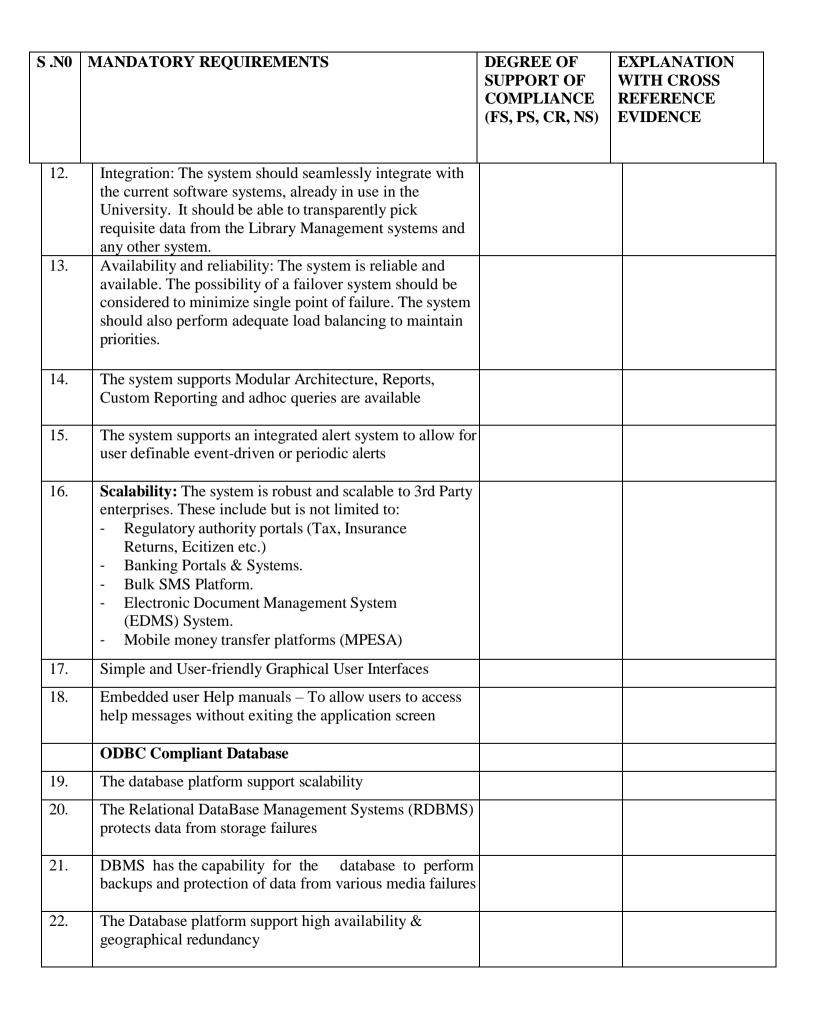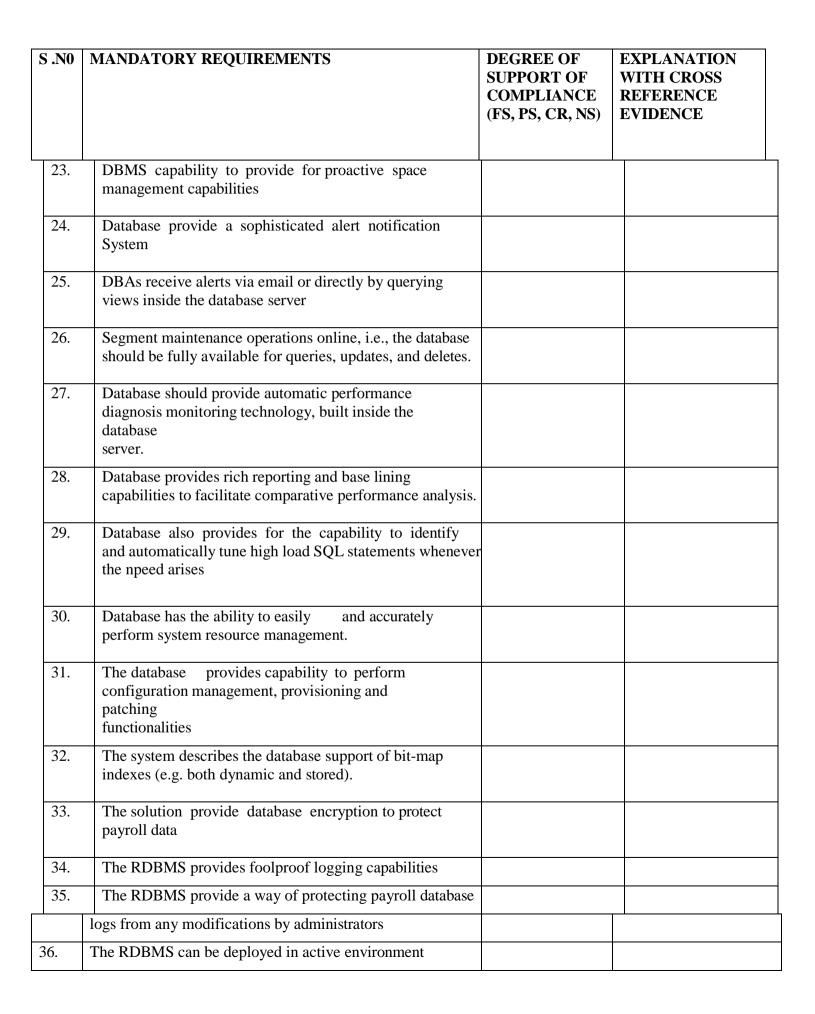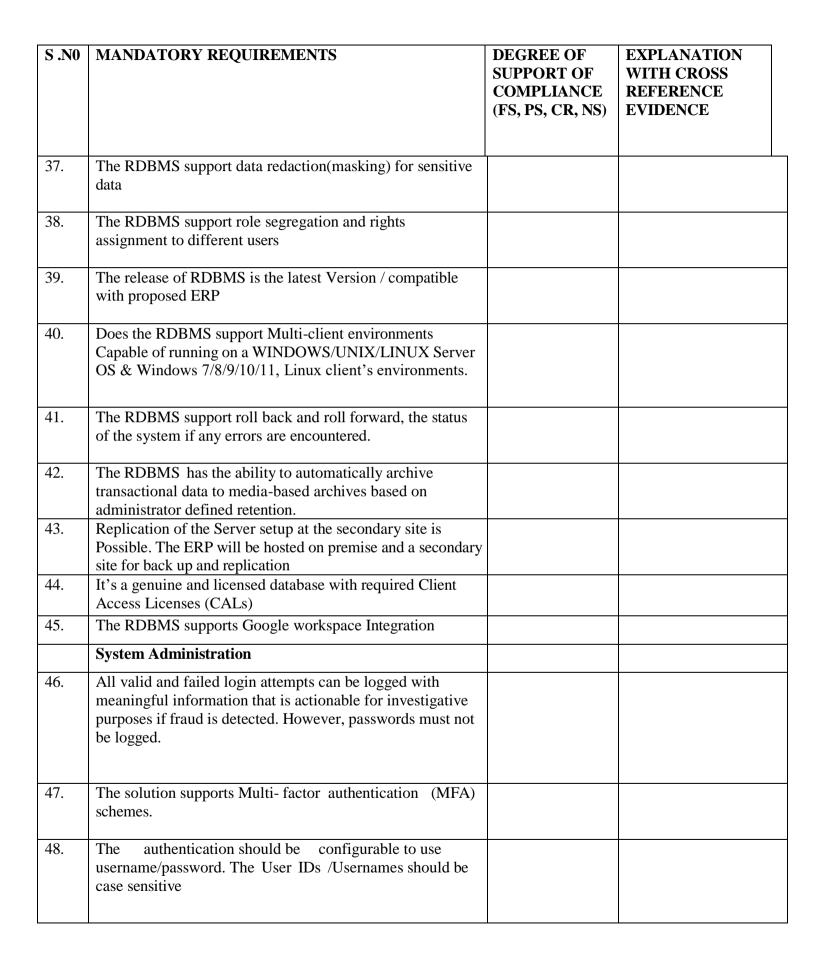| S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
12.	Integration: The system should seamlessly integrate with the current software systems, already in use in the University. It should be able to transparently pick requisite data from the Library Management systems and any other system.		
13.	Availability and reliability: The system is reliable and available. The possibility of a failover system should be considered to minimize single point of failure. The system should also perform adequate load balancing to maintain priorities.		
14.	The system supports Modular Architecture, Reports, Custom Reporting and adhoc queries are available		
15.	The system supports an integrated alert system to allow for user definable event-driven or periodic alerts		
16.	**Scalability:** The system is robust and scalable to 3rd Party enterprises. These include but is not limited to: - Regulatory authority portals (Tax, Insurance Returns, Ecitizen etc.) - Banking Portals & Systems. - Bulk SMS Platform. - Electronic Document Management System (EDMS) System. - Mobile money transfer platforms (MPESA)		
17.	Simple and User-friendly Graphical User Interfaces		
18.	Embedded user Help manuals – To allow users to access help messages without exiting the application screen		
	ODBC Compliant Database		
19.	The database platform support scalability		
20.	The Relational DataBase Management Systems (RDBMS) protects data from storage failures		
21.	DBMS has the capability for the database to perform backups and protection of data from various media failures		
22.	The Database platform support high availability & geographical redundancy		

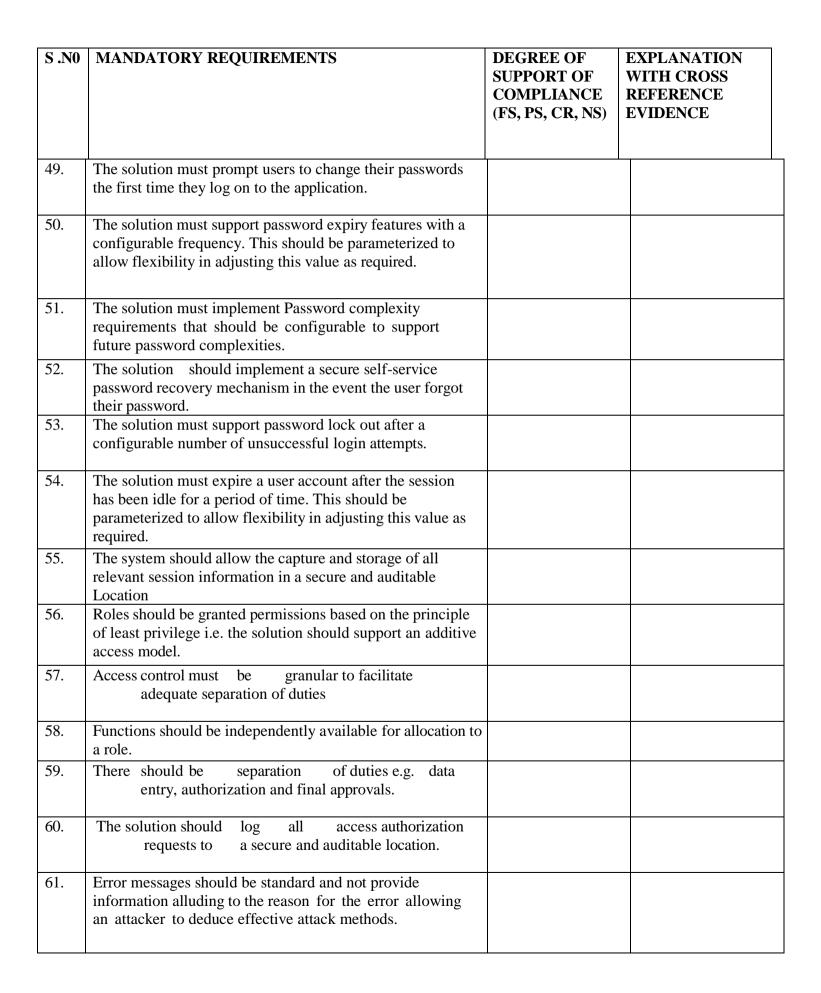| S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
23.	DBMS capability to provide for proactive space management capabilities		
24.	Database provide a sophisticated alert notification System		
25.	DBAs receive alerts via email or directly by querying views inside the database server		
26.	Segment maintenance operations online, i.e., the database should be fully available for queries, updates, and deletes.		
27.	Database should provide automatic performance diagnosis monitoring technology, built inside the database server.		
28.	Database provides rich reporting and base lining capabilities to facilitate comparative performance analysis.		
29.	Database also provides for the capability to identify and automatically tune high load SQL statements whenever the npeed arises		
30.	Database has the ability to easily and accurately perform system resource management.		
31.	The database provides capability to perform configuration management, provisioning and patching functionalities		
32.	The system describes the database support of bit-map indexes (e.g. both dynamic and stored).		
33.	The solution provide database encryption to protect payroll data		
34.	The RDBMS provides foolproof logging capabilities		
35.	The RDBMS provide a way of protecting payroll database		
	logs from any modifications by administrators		
36.	The RDBMS can be deployed in active environment		

S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
37.	The RDBMS support data redaction(masking) for sensitive data		
38.	The RDBMS support role segregation and rights assignment to different users		
39.	The release of RDBMS is the latest Version / compatible with proposed ERP		
40.	Does the RDBMS support Multi-client environments Capable of running on a WINDOWS/UNIX/LINUX Server OS & Windows 7/8/9/10/11, Linux client's environments.		
41.	The RDBMS support roll back and roll forward, the status of the system if any errors are encountered.		
42.	The RDBMS has the ability to automatically archive transactional data to media-based archives based on administrator defined retention.		
43.	Replication of the Server setup at the secondary site is Possible. The ERP will be hosted on premise and a secondary site for back up and replication		
44.	It's a genuine and licensed database with required Client Access Licenses (CALs)		
45.	The RDBMS supports Google workspace Integration		
	System Administration		
46.	All valid and failed login attempts can be logged with meaningful information that is actionable for investigative purposes if fraud is detected. However, passwords must not be logged.		
47.	The solution supports Multi- factor authentication (MFA) schemes.		
48.	The authentication should be configurable to use username/password. The User IDs /Usernames should be case sensitive		

S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
49.	The solution must prompt users to change their passwords the first time they log on to the application.		
50.	The solution must support password expiry features with a configurable frequency. This should be parameterized to allow flexibility in adjusting this value as required.		
51.	The solution must implement Password complexity requirements that should be configurable to support future password complexities.		
52.	The solution should implement a secure self-service password recovery mechanism in the event the user forgot their password.		
53.	The solution must support password lock out after a configurable number of unsuccessful login attempts.		
54.	The solution must expire a user account after the session has been idle for a period of time. This should be parameterized to allow flexibility in adjusting this value as required.		
55.	The system should allow the capture and storage of all relevant session information in a secure and auditable Location		
56.	Roles should be granted permissions based on the principle of least privilege i.e. the solution should support an additive access model.		
57.	Access control must be granular to facilitate adequate separation of duties		
58.	Functions should be independently available for allocation to a role.		
59.	There should be separation of duties e.g. data entry, authorization and final approvals.		
60.	The solution should log all access authorization requests to a secure and auditable location.		
61.	Error messages should be standard and not provide information alluding to the reason for the error allowing an attacker to deduce effective attack methods.		

S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
62.	Every change to a database record should be identifiable to an application user with a record of the time of activity and type of operation on the record i.e. insert, update or delete.		
63.	All updates, inserts and deletes must be clearly traceable to an application user with corresponding time and source information (IP, module and function).		
64.	The solution should provide an interface to view and generate reports of the logs.		
65.	All valid and failed login attempts must be logged with meaningful information that is actionable for investigative purposes if fraud is detected. However, passwords must not be logged.		
66.	All password recovery reset attempts must be logged with meaningful information that is actionable for investigative purposes if fraud is detected.		
67.	All user and account management changes and attempts such as granting of roles and profiles, deactivation of users etc. must be logged and should include at minimum the following information: user effecting the changes, date and time stamp, IP address used, user affected		
68.	Bidder to state whether the system support backup of database while in operation.		
69.	Bidder to state whether it is possible to schedule a backup/restore.		
70.	Bidders to state whether the reports are dynamic, with the provision for a drill-down capability.		

S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
71.	Bidders to state whether the reports could be exported to Excel and , Word, PDF Formats and deliver HTML5 for internet & mobile users.		
72.	Bidders to provide all requisite documentation including but not limited to the following: • System Architecture and Design • User and technical manuals • Training manuals		
73.	The platform should be able to scale in performance capacity, incremental data volume growth and number of concurrent users.		
	Training		
74.	A comprehensive training of all levels of users of the system on the area of use is expected. They include end user level, key user, super user/administrator level, developer and managerial.		
75.	Transaction-limits the ability to perform system functions based on configured user roles and groups.		
76.	Field Level security e.g. For example, University can configure field-level security that only allow certain supervisors to change the status field as per the agreement		
77.	Does the system provide account level security-restricts on user accounts		
78.	Does the system provide for configurable audit trails		
79.	Does the system support the auditing of data changes by users on fields, characteristics, or transactions? When a change is made to an audited field, the system captures the user, the date/time, the primary key of the row, the before/after images of the field value, and the database action performed.		
80.	Can the system be configured to capture details when		

S .N0	MANDATORY REQUIREMENTS	DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)	EXPLANATION WITH CROSS REFERENCE EVIDENCE
	specific records are searched for and displayed		
81.	Can the system be integrated to Lightweight Directory Access Protocol (LDAP) solution		
82.	Can the systems provide administrators with the ability to mask certain data fields within the system allowing only specified users to view sensitive information such as personal identification numbers.		
	Document Management		
84.	Does the system have a document management integrated to it? The documents can be in any format like MS Word,PDF or other file formats.		
85.	Does the Document Management system provide workflow capabilities?		

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

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

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

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

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

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

1.4.6. Acceptance test

The system shall undergo a user acceptance test before commissioning and the documentation should be provided and maintained for reference purposes.

1.4.7. Warranty

i. Demonstrate capability to offer post commissioning support services on warranty basis, within Kenya, for a period of one (2) years after date of commissioning of the system.

ii. The first year annual support **MUST** be included as part of the proposal.

iii. Documentation or a clear statement of undertaking, committing the bidder to provide the warranty, **MUST** be included in the proposal.

iv. Bidders **MUST** include a sample Warranty Agreement that describes the warranty terms and conditions. During warranty period, the contractor will be required to work after hours to fix problems that would negatively impact normal operations of the commission.

v. The supplier warrants, for the duration of the warranty period commencing from the date of acceptance of each product, that all systems supplied under this contract shall have no defect arising from design or workmanship.

vi. During the warranty period, the supplier will make available at no additional cost to the University all product and documentation updates and new software version releases within 30 days of there availability in Kenya, and no later than 12 months after they are released in the country of origin of the product.

vii. The supplier shall represent and warrant that the software as delivered does not and will not infringe on any intellectual property rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other transfers of intellectual property rights. The warranties set forth in the contract and for the University exclusively to own or exercise all intellectual property rights as provided in the contract. Without limitation, the supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the software.

SECTION 2: ADMISSION MODULE

2.1 APPLICATION SUB MODULE

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

1   Ability to allow potential students to apply for a program online and provide them with the ability to track the progress of their application through the web portal as outlined below;

a)   Verification by Admissions

b)   Recommendation of Chair of Department

c)   Recommendation by the Dean of School

d)   Approval by Registrar, ARSA

e)   Download your Admission Letter & Joining Instruction

1.   Ability to display all the programs available along with their specific requirements.

2.   Ability to allow applicants to choose a programmes on offer. Additionally, the system should allow applicants to input the required grades for each program.

3.   Ability to give feedback on whether the applicant qualifies for the selected program based on the entered grades.

4.   Allow applicants to create an applicant profile account, capturing the following biographical data:

a)   Personal details

b)   Academic qualifications

c)   Professional qualifications (if applicable)

d)   Employment details (relevant for postgraduate applicants)

e)   Academic referees (relevant for postgraduate applicants)

5.   The system should allow applicants to upload necessary documents and attachments while creating their profiles, as specified by the requirements of the chosen program:

a)   For Ph.D. applicants: Upload KCSE certificate/result slip, Bachelor's Certificate and transcripts, Master's certificate and transcripts, and National ID/passport.

b)   For Master's applicants: Upload KCSE certificate/result slip, Bachelor's Certificate and transcripts, and National ID/passport.

c)   For Undergraduate applicants: Upload KCSE certificate/result slip and either National ID/passport or Birth certificate. Additionally, applicants applying for Bachelor's programs with a Diploma level background should attach Diploma certificates and transcripts. Likewise, applicants applying for Diplomas from Certificate levels should provide the relevant certificates and transcripts.

6.   Upon a successful application, the system should;

a)   generate a unique reference number for the applicant and

b)   prompt an applicant to make the necessary payment for the application either by uploading a bank slip of paid in amount or make the payment via online transaction i.e the system should be able to integrate to any online gateway.

7.   Upon successful admission, an applicant should receive a prompt via email and SMS notifying them that their admission letter is ready for downloading through   the web portal.

8.   Reports to be generated at this point would be;

a)   Report of applicants by programme

b)   Report of pending applications at any one point

2.2 ADMISSION PROCESSING SUB MODULE

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

1.   Upon receipt of duly filled in online application form, the Admissions Officer should be granted the authority to check and verify all the provided details, including attachments.

2.   If the submitted details are found to be insufficient, the system should include a provision to provide feedback to applicants regarding the missing information.

3.   After the submitted information is verified, the system should allow the Admissions Officer to submit the application for the next step.

4.   Subsequently, the application should be forwarded to the respective Chairman of the Department (CoD) who will review the submitted documents and make a recommendation – either "recommended" or "not recommended" – with a space for remarks.

5.   The application will then be passed on to the respective Dean of the School, who will also review the submitted documents and provide a recommendation along with remarks – "recommended" or "not recommended".

6.   Upon receipt of recommendations from the CoD and Dean,

a)   The system should assign admission number as per admission number guidelines and generate an admission letter using the specified template.

b)   Subsequently, the system should compile the received applications into an application summary. This summary will be forwarded to the Chairman Deans' Committee for printing and presentation during the next Committee meeting for approval.

To Note:

a)   The system should trigger an email notification to the CoD or Dean of the respective school when a recommendation is needed. The system should include a time limit, and if it is about to be exceeded, a reminder email should be sent to the concerned officer to take necessary action.

b)   The system should allow monitoring of the progress of each application as it advances through the various stages.

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

1.   For KUCCPS placed students, the system should support the importation of data from other software such as Excel and enable the generation of admission numbers, admission letters and account creation.

2.   Before the applicant is allowed access to their admission letter, they should be prompted to provide bio data

To Note:

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

The system has an online web portal that allows for online self-application

3. Validation for key fields are enabled 3. Feedback is a given institution timeline either through email address provided or SMS

4. The bank or M-pesa integration makes it possible for the prospective student to pay registration fee and is reflected immediately based on their application number.

5. The system generates admission letter all programmes

2.3 REGISTRATION SUB MODULE

1. The system should have the ability to define the following parameters:
a) Academic Year/semesters/sessions/terms
b) Programme
c) Year of Study
d) Mode of Study
e) Duration of the Programme
f) Payable Fees
g) Course Codes
2. The system must be capable of managing multiple cohorts concurrently, each with distinct semester dates.
3. Upon registration of students, the system should enable the Admissions Officer to activate a student after validating their original documents. Only after this step can any subsequent actions be carried out. The student's status will transition to "enrolled." During this stage, the system should support biometric registration.
4. Once a student has been activated, the subsequent stages involve Finance, Medical, Accommodation, and Unit registration. The system should have the ability to register the student through these steps.
5. Concerning unit registration, students should be given the option to select their desired units for online registration. This course selection will then be sent to the Chairman of the Department (CoD) and the Dean of respective school for approval.
6. Upon approval of unit registration, the system should enable the signing of the nominal roll. At this point, the student's status will change to "registered.
7. Subsequent registrations will be conducted through self-activation by the students themselves.
8. Reports to be generated at this point would be;
a) Admitted (Per School, Department, Programme of study, Academic Year, Semester/Session)
b) Enrolled (Per School, Department, Programme of study, Gender, Age, County, Academic Year, Semester/Session, Disability, Orphaned)
c) Registered (Per School, Department, Programme of study, Gender, Age, County, Academic Year, Semester/Session, Disability, Orphaned,)

2.4 DOCUMENT MANAGEMENT SYSTEM

The system should have the ability to;
1. Create new student files on admission of students
2. Have a folioing system to enhance retrievability of documents
3. Update all correspondence between the student and the University
4. Store, track and manage students records electronically.
5. Digitalize the registry and allow for uploading of scanned documents(More specifications under EDMS module section)

2.5 PROCESSING OF STUDENTS REQUESTS

1. The student portal should allow the students make the following student request;
a) Deferment of studies
b) Call off of studies
c) Application for late registration
d) Application for registration of supplementary examinations/retake of unit (s)

e)   Application for tuition fee waiver

f)   Resumption of studies

g)   Withdrawal from the University

h)   Inter/intra school transfer

i)   Clearance from the University

2.   The system should allow for processing of the students requests stated in serial 1 above. In addition, the system should be able to *generate reports on the same*.

3.   The system should have the ability to define various approval stage during the processing of student requests. i.e workflows will be provided

4.   The system should have the ability to give feedback to student after the approval has been granted.

5.   A copy of the student response should be stored in the **Electronic *Document Management System***

6.   Ability of the system to update student status as indicated below. In addition, generate reports on the same;

a)   Active student

b)   Withdrawn

c)   Expelled

d)   Suspended

e)   Pending disciplinary

f)   Deceased

g)   Graduated

h)   Completed

i)   Called off

j)   Deferred

SECTION 3: HEALTH AND HOSPITAL ERP MODULE

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

3.0 General Specifications:

1.   Ability to keep Medical History of patients.

2.   Ability to store Personal Details of patients

3.   Ability to capture examination results

4.   Ability to record patient's vital signs

5.   Ability to make lab requests online

6.   Ability to capture results of laboratory tests

7.   Ability to capture Doctor's diagnosis and treatment details

8.   Ability to track medical supplies (Pharmacy)

9.   Ability to monitor stock levels

10.   Ability to track patient location

11.   Ability to track follow-up visits

12.   Ability to track all written correspondences regarding the patient

13.   Ability to track referral cases

14.   Ability to integrate with the relevant modules of the ERP in place i.e. Finance Module, HR Module, Admissions Module

15. Ability to store an image ID of patients.
16. Ability to pull up all of the past encounters for a patient during a new visit.
17. Ability to prepare requisition for laboratory test and x- rays.
18. Ability to readily check the availability of medicines and non- pharmaceuticals
19. Automatic daily billing based on the configured charges accorded to the patient

Patient Registry & Queue Management

- Quickly and easily register patient with all required details.
  - Quickly search patients by surname, other names, telephone no, email address ID no. and other patient details.
  - Manage patient information where editing is needed for change e.g. insurance cover, employer company e.t.c
- View all the procedures done and their associated preset pricing.
- Register patient under specific insurance company / employer company /staff account
- Queue or transfer patients to different departments/rooms/doctors.
- View in real time all patients in the various rooms and also all patients currently on different queues
- Monitor service wait time and throughput in real-time
- Patient waiting alerts for users
- Track patient movement within the clinic/hospital
- EMR- open medical records,EHR to be included in patient registry/queue management
- Can calculate age from date of birth
- Ability to schedule appointments
- Ability to verify patient through biometrics
- Ability to generate daily morbidity reports
- Ability to generate daily reports on all new/ first visits

Nursing/Triage

- Quickly and easily input vital signs of the patient
- Review previous visits vital signs and if necessary edit the pre-entered vitals.
- Enter/bill nursing procedures
- Send lab and radiology requests for in-patients
- Record procedures and drugs issued to patients and update medical bill accordingly.
- Nursing/Triage be merged or triage to have doctor's rights to avoid logging out from triage to access doctors rights

Doctor(s)

- Quickly enter current treatment notes (supported by auto-fill/auto-search features)
- View the vital signs of the patient as pre-entered by the nurse and for previous visits.
- Review previous visits notes, prescriptions, investigation and patient history
  - Prescribe drugs, order investigation and view result once posted by the relevant departments (lab, radiology).

- Prescribed drugs are reflected at the pharmacy where they are collected by patients.
- Quickly enter diagnosis for each patient
- Configurable comprehensive and M.O.H templates for medical data collection
- Patient bill is updated whenever an investigation is requested or a prescription is made.
- A drop bar with all diseases and list of drugs
- The system should enable the clinician to see the available drugs in the pharmacy
- Nursing/Triage be merged or triage to have doctor's rights to avoid logging out from triage to access doctors rights

Laboratory

- Should identify lab patients by: name (at least two names), age, gender, registration number/ PF number and patient contacts (in case of follow up on critical values obtained in the lab among other reasons)
- Be able to interface with laboratory analyzers i.e. the Biochemistry and Hematology analyzers such that they can rely results directly so as to completely do away with errors that arise in the process of data entry into the computer system.
- Give an option of directly requesting tests from the lab sub- module for walk in clients.
- Be able to provide customizable test reporting templates to suit different reporting criterial of various tests
- Manage all lab requests (Both Internal and external)
- Ability to view if requested lab test has been paid for before proceeding with the test for cash paying patients.
- View patient insurance cover or Employer Company in case of corporate employees.
- All lab tests and results templates preconfigured in the system.
- Quickly and easily fill lab results and send back to the doctor
- Automatically generate lab reports indicating time of request and time test is done
- Automatically append the name of technicians collecting and posting the results
- View a printable lab report
- Give a preview of previous test results for a given patient for monitoring purposes.
- Should also give a monthly tabulation of the total number of tests done/ revenue in a given month (with details of what exact tests were done in that month.
- Have options for additional comments for each laboratory parameter analyzed i.e. reference ranges and other relevant information on the test. It should also capture:

a)	Name
b)	Age
c)	Gender
d)	Time sample collected/ received
e)	Time test results are out
f)	Name of the test
g)	Name of requesting clinician/ doctor
h)	Name of attending technologist
i)	Registration number of the patient and P.F number for staff patients
j)	Units of measurement
k)	Status on the test result i.e. normal, high or low
l)	Equipment code
m)	Time lab results were printed from online platform

Pharmacy

- Over-the-counter sales (if required)
- Pharmacist can view if drugs have been paid for before issuing to cash paying patients.
- View patient insurance cover for insured patients or Employer Company for company employees.
- Ability to print prescription if required
- Maximum and minimum stock levels (For stock control and re-order)
- Ability to view and control expiry dates
- Short expiry dates alerts
- Ability to set automatic mark up on unit cost e.g. 33% on buying price
- Intra-stock movement
- Capturing free, bonus stock and discounts

In-Patient/Admissions

- View all available beds
- Admit patient to specific bed via the system
- Carry out bed and ward transfer
- Allocate bed and nursing care charges based on the bed occupied
- Show in-patient status
- Update patient's bill as drugs/services are administered
- Finalize bills and automatically generate patient's medical discharge report.
- Discharge patient via the system and automatically generate discharge summary

Procurement and A/P

- Raise LPO with options to email or print
- View pending and unauthorized orders/LPO
- Commit LPO to pharmacy/stores
- Create supplier bills
- Automatic alerts when supplier bills are due
- Batch payment on supplier invoices
- Automatically generate supplier statements
- View supplier payment history
- Accounts payable ledger
- Supplier aged analysis with an option of matching the invoices against the payments
- Payment vouchers & remittance for payments
- Debit memos
- Purchase returns

Inventory Management

- The system should maintain a centralized database of all medicines and medical supplies available in the pharmacy.

- It should track the quantity of each item in stock and provide real-time updates.
- The system must have a feature for automatic reordering when the stock of a particular item falls below a predefined threshold.
- It should allow manual stock adjustments, enabling users to increase or decrease the stock quantity with appropriate reasons for audit purposes.
- System should be able to link up with stores where necessary to allow delivered documents to be added to stock in pharmacy stock
- **Multiple Reports**

  The system should provide various types of reports, such as inventory status, stock levels, expired items, sales, and purchase history.

  Users should be able to generate reports based on specific time frames, categories, suppliers, prescriptions, etc.

  Reports should be available in both tabular and graphical formats for easy interpretation.
- **Handle and Capture Stock Inputs**

  The system should allow users to record new stock inputs, including details such as quantity received, supplier information, purchase cost, and batch numbers.

  Users should be able to update the stock levels automatically upon entering stock inputs.
- **Handle and Capture Medicine Batch Numbers**

  The system should have the capability to capture and store unique batch numbers for each medicine received from different suppliers.

  Users should be able to trace the origin and history of each batch if required.
- **Handle and Capture Medicine Expiry Dates**

  The system must capture and display expiry dates for each medicine in stock.

  It should send notifications or generate reports for upcoming expirations to prevent the dispensing of expired medications.
- **Clinician Initiated Medicine and Pharmacist Issuance**

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

  Medicine Costs Management
- The system should record both purchase and sale costs for each medicine in stock.
- It should allow updating the costs when necessary and maintain a history of cost changes.
- **Expiry Reports and Notifications**

  The system should generate reports listing medicines approaching their expiry dates within a specified time frame.

  It should send automatic notifications to alert pharmacists and administrators about upcoming expirations.
- **Stock Adjustment with Reasons**

  The system should provide a feature to adjust stock levels manually, along with the ability to add reasons for the adjustments.

  Users should provide appropriate justifications for stock adjustments to maintain accountability.
- Track stock movement i.e. stock purchases, internal orders and sales
- Issue stock items to other departments and/or storage locations
- Automatic update on stock ledger once goods are received, issued or sold
- Stock takes and adjustments

- Generate variance reports

Messaging System

- Ability to broadcast messages to all users
- Exchange messages between users
- Ability to Receive/ send SMS to your clients, staff, and suppliers

Accounts Reports

Management of medical claims
To include ;
- Outpatient limit- outpatient claims (sequentially with the dates they are submitted for reimbursement), Cumulative totals and balance
- Inpatient limit - inpatient claims (sequentially with the dates they are submitted for reimbursement), Cumulative totals and balance
- Dental limit- the cumulative totals and balance
- Optical limit – the cumulative totals and balance
- Maternity limit

The above should be reconcilable with finance

Other Reports

- Clinical reports by department
- Billing reports
- General well organized and informative reports that can be exported to Ms-Word, Ms-Excel, PDF
- The system to have MOH tools as part of the reports to be generated.
- Customizzable reports.

General features
- The software should be highly customizable to suit your exact need
- should be   consistent and attractive user interface that makes it easy to use
- Should be fast, stable, reliable and secure
- Have Accounting module that seamlessly integrates with all your hospital operations with zero user intervention.
- Well organized and informative reports that can be exported to Ms-Word, Ms-Excel, PDF among other formats
- Readily available and well organized data that can be used for clinical decision support, financial decision support among many others.
- The system should be expandable to allow incorporation of more modules, reports and customizations as need may arise.
- Should have the capability to run on androids-play store and Unstructured Supplementary Service Data (USSD) for the members on the scheme to check balances, initiate healthcare visits, view and generate their usage report.
- Ability to virtually create an electronic account as well as running them on the mobile applications i.e. playstore

EXPECTED REPORTS
1.   Membership reports
2.   Claims utilization reports
3.   Scheme utilization reports
4.   Member utilization reports based on member and the family
5.   Family statements
6.   Balance/Expenditure reports in real time
7.   Fingerprint removal reports
8.   Payment reports

SECTION 4 – ACADEMICS AND EXAMINATIONS MODULE
4.0   ACADEMIC AND EXAMINATION MODULE

The academic and examination module should store comprehensive departmental, school and senate level data including lecturers, courses, curriculum, unit registration, results among other details. It should integrate all academic data to produce various reports like transcripts, student performance analysis and many more. Back-up for data on Examinations should be limited to the Directorate of University Examinations.

4.1   Academic Sub-Module

Expected Features
1.   Allocate and store curriculum details inclusive of units offered by semester and unit details (core, prerequisite or elective) (curriculum set-up).
2.   Unit registration details (unit registration and loading). - Registration of units by the students; Retake, Supplementary among others. The system to notify students to register for units. Ordinary units, retakes, re-retakes, Supplementary (For postgraduate) including for postgraduate etc. The system to accommodate all the options concurrently. If requests are approved or declined the system should generate relevant notifications. Approving the units by the CoD
3.   Store lecturer details and allocate semester units to lecturer.
4.   Capture class attendance by students and enforce the 80% rule.
5.   Generating class lists for registered students (To have ability to download Examination attendance, CAT attendance) by the COD and lecturers during relevant weeks.

 Expected Reports
1.   Class lists
2.   Class attendance reports
3.   Lecturer workload reports
4.   Generate curricula reports including units details as offered within the semesters.
5.   Custom reports

4.2   Examination Sub-Module

4.2.1   Examination Results Sub Sub-Module

1.   Full time and part time lecturers should be able to input marks. Access by part time lecturers and full time lecturers should be limited to entry of marks. The system should have an option for uploading marks on a provided template.

2.   The CAT marks sheet and individual marks sheet interface should be accessed by the lecturers and departmental examinations coordinator.

3.   To input the student marks into the system (Ability to accept all the scores and uniquely processes marks for those cleared/registered; For those with pending issues, the system should update the record automatically upon clearance of pending academic/registration issues); the system to pick and process only complete details- Should not substitute blank with zero; should have prompts for the user to verify certain entries before processing the requests; categorize the academic issues under which the system may not process the students marks.

4.   Processing of marks and generating marksheets (individual unit as well as consolidated). The system should be able to round off marks.

5.   Tracking academic progress of various students (Ability to lock out from progression students who have not met requirements and generate a notification for instance on the unit(s) failed to the student then copied to the relevant Dean and the COD).

6.   The system should be able to upload the consolidated marks for all the students in batch.

7.   Processing of individual students' requests, processing postgraduate documents such as progress reports by giving a provision for the supervisor to sign then give relevant notifications to the CoD and Dean for further processing following a predetermined logical procedure in the pecking order.

8.   Call offs, application for special/supplementary examinations for all the students should be handled (Connecting Departments; Health Unit, Dean of students, Admissions, and Academic Departments). Regardless, there should be a flawless automation for the interface where the academic departments are a conduit.

9.   The system should inculcate all the possible grounds under which a student can apply/request for a special examination for purposes of forwarding to the relevant department for approval (Drop down).

10.   The system should keep/store all the historical issues for student and cohorts.

11.   At a click of a button, the system should give you an up to date status of a particular student upon request.

12.   The system should have ability to allow large scale customization of all other processes done manually, by the user upon approval by the University (Have system synergy and artificial intelligence available at the difference departments where the student is part).

13.   The system should have outputs that are in editable document format such Ms. Excel, Word, PDF etc.

14.   The system should send notifications to students upon relevant approvals of their requests.

15.   The system should be able to generate such reports such as histograms on performance, progress, other academic issues etc.

16.   The system should be able to consolidate students marks per program, Ensure no fees balances.

17.   Generating of Senate documents in approved rubrics.

18.   During marks entry, the system should generate the grades automatically and there should be provision for programmes with different grading like BSc. Nursing and other courses in the medical laboratory area

19.   The system should keep historical departmental data for consideration during relevant approvals at the school level.

20.   The system should be able to edit a previous record upon relevant approvals

21.   The processes at the department and the school should be automated in synchrony to allow for access and utilization of relevant historical data.

22.   The student data should be captured by the system and remain un-editable from inception during admission of new students.

23.   Consolidated marksheet should include a remarks section that shows pass, fail, exam irregularity, the units failed, retake, repeat year, incomplete and status of the student.

24.   Access to the consolidated marks sheet and senate reports should be limited to school examination coordinators and Deans of schools. The CAT, individual and consolidated marks sheets and senate reports should have the following information:

a)   CAT marks sheet

  i. Campus/School/Department
  ii. Unit code and title
  iii. Semester and academic year
  iv. Name of student
  v. Registration number
  vi. CAT 1 and CAT 2 with marks as prescribed in the curriculum
  vii. Assignment 1-4
  viii. Practical 1-4
  ix. Practicum 1-4
  x. CAT Average
  xi. It should have a provision for Lecturer's name, signature and date
  xii. It should have a provision for CoD's name, signature and date
  xiii. It should have a form number that is department based.

a)   Individual marks sheet

  i. Campus/School/Department
  ii. Unit code and title
  iii. Semester and academic year
  iv. Name
  v. Registration number
  vi. CAT average
  vii. Exam score
  viii. Internal Examiner Total
  ix. External Examiner Total
  x. Agreed Total
  xi. Grade (This should be automatically generated)
  xii. It should have a provision for Lecturer's name, signature and date
  xiii. It should have a provision for CoD's name, signature and date
  xiv. It should have a provision for External Examiner's name, signature and date
  xv. It should have a form number that is department based

b)   Consolidated marks sheet

  i. Name of programme
  ii. Intake and Academic Year
  iii. Semester
  iv. Name
  v. Registration number
  vi. Unit code
  vii. Academic hours for each unit
  viii. Total Exam score
  ix. It should have a provision for Examination Coordinator's name, signature and date
  x. It should have a provision for CoD's name, signature and date

xi. It should have a provision for Dean's name, signature and date
xii. It should have a form number that is department based

c)   Senate reports

1.   The system should be able to automatically generate senate captions based on the information in the consolidated marks sheets. There should be an option for revising the senate captions with rights limited to Director, examinations.

2.   There should be a provision for date and signature by Dean and chairman of senate. The system should allow modification of the signature sections with rights limited to Deans of schools.

3.   The senate captions should be as provided in annexure 1.

4.   The system should allow a lecturer to enter marks once and lock it. Once entered and saved, the system should not allow for any alteration of marks by the Lecturer except with clearance from registrar (ARE) who approves changes to be made by the lecturer.

5.   The system should generate an examinations attendance record on the basis of the units the student has registered for and bearing the names of students, registration numbers.

6.   Processing of individual students' requests, processing postgraduate documents such as progress reports by giving a provision for the supervisor to sign then give relevant notifications to the CoD and Dean for further processing following a predetermined logical procedure in the pecking order; Ability to track progress in the processing.

7.   Upon approval of proposals by the SBPS, by click of a button, the system should provide for forwarding of relevant soft copy documents to the UBPS. Ability to track progress in the processing.

8.   Resumption of studies and call offs flowing seamlessly from the department for approval at the School.

9.   The system should automatically generate transcripts and result slips. The system should organize the units as per the level at which it was done, including retakes or supplementary. Rights to generating result slips and transcripts should be limited to the School Examination Coordinators and Director, Examinations respectively. Generated transcripts should have the following information:

a)   Name of student
b)   Registration number
c)   School/Campus
d)   Year of admission
e)   Programme
f)   Year of study/Academic year
g)   Recommendation (e.g pass proceed to year two or for 4th/final year transcripts-awarded bachelor of science in agriculture at 2nd class honors, upper division)
h)   Show key to grading system (as per the programme)
i)   It should have a provision for Registrar (ARSA) name, signature and date
j)   Show unit code, title, academic hours and the grade as per the grading system.

Generated result slips should have the following information:

a)   Name
b)   Registration number
c)   School/Campus
d)   Year of admission
e)   Programme
f)   Year of study
g)   Recommendation (e.g. pass proceed to year two or for 4th year-pass)
h)   Total number of units taken
i)   Key to grading system (as per the programme)
j)   Key to letter where there is no grade (e.g. IN-Incomplete, W- withdrawal, EI-Examination irregularity, SUP-Supplementary, E-fail)
k)   It should have a provision for Dean's name, signature and date.

10. The system should:

a) Allow for only senate approved results to be available on the student online portal. The students should only view and print their individual results slips.

b) Automatically maintain a historical audit trail of all grade entries or changes to result slips or transcripts.

c) Allow lecturers to perform grade distribution analysis i.e Histograms.

d) Produce class analysis reports including CAT attendance list (should include details on unit title and code, School, Campus, Department, Academic year, Semester, programme, student registration number and name and a provision for student's signature. At the bottom, there should be a provision for Unit lecturer and CoD's name, signature and date).

e) Allow for attaching of notes to students' results data to help with tracking examination results issues. The system should give a time lapse alert for disciplinary cases e.g. at the end of suspension period.

f) Archive student examination records for future reference.

g) The system should allow for registration of a retake paper twice just in case a student fails the first examination and this should not affect the total number of courses to be done.

h) The system should allow marks auditing and resolution of incomplete marks.

i) The system should provide alerts through emails to students about release of exam results.

Expected Reports

1. Individual marks sheets.
2. Consolidated marks sheets.
3. School board reports.
4. Senate reports
5. Result slips and final academic transcripts.
6. Dean's list.
7. CAT attendance list

Other Expected Features

S/N	Main Process	Basic Process details
1.	Curriculum Setup	• Uploading of syllabuses units' matrices • Setting up student progression criteria • Providing for prerequisites and other policies such as retakes, special examinations among others • Providing for approvals and author (CoD) rights for routine reviews
2.	Registration of units	• Adding courses • Removing courses • Updating courses rights • Regular units/Retake/re-retake/supp units loadings • Approvals of course loadings
3.	Class lists	• Downloading of class lists in excel

4.	Processing of examination Results	• Uploading of marks • Grade approvals • Downloading of CAT attendances (with names and registration numbers of students) • Downloading of Exam attendances (with names and registration numbers of students) • Consolidate students marks per program, Ensure no fees balances • Tracking of the student's progress
5.	Student progression reports/queries	• Individual/cohort/group reports such as call offs, Absconding, Discontinuation, Disciplinary, Email addresses/Phone numbers. • Send email to groups • Copy multiple email/phone numbers for groups
6.	Submission of BPS progress reports	• BPS progress reports • Approvals
7.	Call offs/ Deferment/ Academic Leaves	• Leave request • Approvals

Proposed draft submodules are:

1. Courses on offer
2. Workload distribution
3. Unit registration
4. Class attendance tracking
5. Tracking post graduate progression
6. Examination sub module

- Exam card processing
- Exam scheduling
- Recording exam results
- Generating grades and transcripts.
- Marks processing sub-module
- Result slip generation
7. Student requests

- Call off
- Deferment
- Special exam request
8. Reporting and Analytics sub module

- Generating various reports and analytics on student performance, attendance, etc. and also data visualization for insights

9.   Document Management sub module(linked to EDMS):

- Storing and managing important documents (transcripts, certificates, etc.).
-
4.2.2   Graduation Sub Sub-Module

1.   The Sub-module should generate a Graduation list (has details on Academic year, School, Department, Programme/specialization and campus) including classification. There should be a provision at the bottom for Dean's and Chairman of senate name, signature and date).
2.   Preparation for graduation; Award lists for cleared students, Application to graduate with an "E" starting from the department.
3.   The system should allow auditing of graduating students such that the students must have taken all the core units, and prerequisite units where appropriate.
4.   There should be a provision for changing the order of names as required. It should also maintain an academic record for all graduates per year, programme, School and Campus.
5.   The system should link first to final year, tally the marks and obtain the mean score and classify the student as per the programme grading system.
6.   The system should generate a consolidated mark sheet; classify students, and allow for generation of relevant progress reports
7.   The system should automatically generate a record of all the students that have applied for graduation. The record should be available to DVC(ARSA), CoDs, Deans, Registrar, and Director, Examination. The record should only be viewed/printed i.e amendments cannot be made.

Expected Reports
1.   Graduation list including classification. Generate graduation list on fulfilling all the course requirements
2.   Other lists that shall be subject to query e.g. fees paid, disciplinary, completion rates as per program and number of students admitted in the same cohort
3.   Detailed classification with average per year and cumulative average
4.   Summarized classification
5.   Custom reports.
6.   Pass list.
7.   List of graduands.
8.   Summarized Classification.
9.   Classification Summary.
10.   Classification list.
11.   List of graduands.
12.   Detailed classification.

4.2.3   Students Portal Sub Sub-Module

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

a) Application for graduation

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

b) Application for certificates and transcripts

  i. This shall start with the student applying online.

  ii. The system should then automatically generate a reply to the student. The reply should include the following information:

iii. Requirements that should be met before issuance of a certificate/transcripts
- a) Clearance from the University
- b) Payment of graduation fee
- c) Payment of graduation gown fee
- d) National ID should be provided before issuance
- e) Student ID should be provided before issuance

iv. The system should prompt the University Examinations officer to take action.

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

  i. This shall start with the student applying online through the system.

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

d) Application for reissuance of transcripts

  i. This shall start with the student applying online.

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

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

e) Application for remarking

  i. This shall start with the student applying online.

  ii. The system should then prompt the CoD who will either recommend or not recommend.

iii. If recommended the system should prompt the Dean of School who will either recommend or not recommend.

iv. If recommended, the system should prompt Registrar (ARE) for approval. The Registrar will either approve or not approve.

  v. The student should receive an automatic reply containing the following information if approved:
- a) That the remarking request is valid if it is submitted 14 days after the release of the Examination results.
- b) That a remarking fee should be paid and the receipt presented to the Examinations office.

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

vii. The system should provide a provision for feedback to the student including attaching a letter.

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

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

g) Application for special Examinations

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

h) Application for supplementary Examinations

i. This shall start with the student applying online.
ii. The system should then prompt the CoD who will verify the application.
iii. Upon verification by CoD, the system should send a reply to the students informing them that:
   a) They can sit for the Examination at a time prescribed time by the University and upon payment of a fee.
   b) The receipt should be provided during the Examination. NB: Receipts for supplementary Examinations should include details on units being done i.e unit codes.
iv. The system should generate a provisional transcript at the click of a button.
v. The system should allow a student should see and download/ print their results slips and provisional transcripts.
vi. The student should be able to download the examination cards bearing all kinds of units registered for.

i) Deferment/Withdrawn

1. If a student wishes to **defer** a semester/withdraw from the University, the system should allow him/her to apply from their student account.

   ✓ Auto-generate deferment letters

2. Any pending application step should prompt the CoD, Dean or Registrar via email when action is required.

3. On recommendation by the Registrar Academic, the system should generate a response letter on the different status and forward it to the student through his/her account, email and notify admissions on the same.

✓ Subsequent withdraw steps and documents to provided online.

j) Clearance

1. If a student wishes to clear from the University after approval of withdrawal/completion of studies, the system should allow him/her to apply for clearance from their student account.

2. On submission of the application for clearance, the application shall be forwarded to the Heads of departments/sections who shall make recommendations (Cleared/Not cleared) with a window for remarks i.e. (Chair of Department(s), Dean of Faculty, Library, Student Affairs, Accommodation, Sports and games, Students Finance and finally approval by the Registrar (ARSA).

3. Any pending clearance application step should prompt the CoD, Dean, Head of Department/Section and Registrar (ARSA) via email for required action.

4. On recommendation by the Registrar (ARSA), the system should generate a response letter and forward it to the student through his/her account and email, send a copy to the online student file on the system and portal and notify admissions of the same.

5. There should be a status of **Cleared** which only applies after withdrawal/ /expulsion/discontinuation/ completion of studies

k) Reports

The system should generate reports for all admission steps and processes with specific dates and time The system should be able to generate the following reports when queried. Applied (Applications in progress)

Summary of applications

1. Admitted(Per Faculty, Department, Programme of study, Academic Year, Semester/Session)

2. Enrolled (Per Faculty, Department, Programme of study, Gender, Age, County, Academic Year, Semester/Term/Session, Disability, Orphaned)

3. Registered (Per Faculty, Department, Programme of study, Gender, Age, County, Academic Year, Semester/Session, Disability, Orphaned,)

4. Expelled (Academics to describe the process specification)

5. Suspended (Academics to describe the process specification)

6. Deceased

7. Deferred

8. Inter/Intra Faculty transfer (Academics to describe the process specification)

9. Graduated (Academics to describe the process specification)

10. Withdrawn

11. Pending Disciplinary

12. Completed (Academics to describe the process specification) [All students who are awaiting

graduation]

l)   Resident and Non-resident

4.2.4   Examination Processes Sub Sub-Module

The rights to this sub-module are restricted to the University Examinations officer(UEO). The Sub-module should perform the following activities:

1.   Generate Examination cards that capture the following information: Name of the student, registration number, Course, Semester, Academic year, School, Campus, year of study and the units the student has registered for.

a)   At the bottom, there should be a provision for UEO signature.

b)   The system should process Examination cards for students who have met the requirements to sit for Examinations and are not facing disciplinary charges.

2.   Generate Examination attendance forms (should include details on Campus/School/Department, unit title and code, date of Exam, Time, Venue, Academic Year, Semester, student name and registration number and a provision for student signature, booklet serial number and a provision for including form number. At the bottom, there should be a provision for Chief invigilator name, signature and date).

3.   Generate Examinations issue forms per department (should include details on Campus/School/Department, Academic Year, Semester, unit code and title, number of Examination booklets/question papers, name of the person collecting the Examination, signature, date, time and a provision for including form number. At the bottom, there should be a provision for University Examinations name, signature and date). NB: The unit code and titles and should be automatically generated. It should allow for entry of number of answer booklets/questions papers.

The system should have a provision for inviting students for Disciplinary Committee hearing and student Disciplinary appeals meeting through SMS and email. It should also provide for sending verdict letters to students.

Workflows and features

      a) Automated online biometric admission of students as names appear in kcse result slip (For ease of processing list of Graduands and transcripts)

Suggested Workflow:

Admission officer captures the names and biometrics of Students as the appear in KCSE Result slips

b) Automated online issuance of certificates (biometrics for issuance of certificates upon graduation)

i)   Student identified Biometrically

ii)   Student confirmed as cleared for graduation

iii)   Certificate Serial No……………..

iv)   Certificate issued by………….

v)   Certificate scanned by…………..

vi)   Student ID/Passport No.

      c) Automated online signature & serialization of transcripts (automated assigning transcripts serial numbers

Suggested Workflow

i.   Signature of the Dean and Registrar ARSA inserted

ii.   Yea1 transcript serialization……

iii.   Year 2 transcript serialization……

iv.   Year 3 transcript serialization……
v.   Year 4 transcript serialization……
vi.   Year 5 transcript serialization……

d) Automated online issuance of transcripts (biometrics for issuance of transcripts upon graduation)

Suggested Workflow:
i.   Student identified Biometrically
ii.   Transcripts issued by………….
iii.   Transcripts scanned by…………..
iv.   Student ID/Passport No….

e) Automated online request for replacement/amendment of transcripts / (automated raising of ticked)

Suggested Workflow:
i)   Student raise the ticket or replacement
ii)   Registrar approves the request
iii)   UEO prints the transcripts

f) Biometric identification of examiners for marking and stages of marking (Lecturers)

Suggested Workflow:
i.   Lecturer applies to mark (Unit title, Unit Code, No, scripts)
ii.   Attached (Form with details ie Unit title, Unit Code, No, script, programme)
iii.   Approved by UEO that is Marked with CAT………….
iv.   Approved by CoD ……………..

g) Online release of results/discontinuation letters to student by Registrar ARSA

Suggested Workflow:
i.   Dean applies for Release of Examination results after tabling in senate
ii.   Attached (Form with details) Programme Name; Cohort, Academic year of results, Semester of results, No. of records approved by Dean,
iii.   Results approved by Registrar ARSA……………..
iv.   Discontinuation Letters Generated automatically by UEO for action by Registrar ARSA students Template attached)

h) Online submission of units on offer BY CoD and DEAN

Suggested Workflow:
i.   CoD prepares and submits the units on offer (Form attached …Unit Code, Title, Lecturer, No. of Students)
ii.   Dean approves and forwards to exams
iii.   UEO receives exams or typing….

i) Online processing of classification list of graduands by Deans of Schools

List of Graduands
Academic Year
Programme Title
Rubric The Following ten (10) Candidates SATISFIED the Board o Examiners in the School of………..in the University examinations for the degree of the Bachelors of…….. and are recommended or the conferment of the Bachelor of ……..degree as indicated

First Class Honours
Reg No. BE254/5978/2025   Name: Michael Moses James

j) Online processing of list of graduands by deans of schools list of graduands

Academic Year

Programme Title

Rubric The Following ten (10) Candidates SATISFIED the Board o Examiners in the School of………..in the University examinations for the degree of the Bachelors of…….. and are recommended or the conferment of the Bachelor of ……..degree as indicated

First Class Honours
Name: Michael Moses James

12.2.5 ANNEXURE 1: SENATE RUBRICS

Instructions for preparing examinations documents and rubrics for the university senate board of examiners

1.   The Examinations Results page should include the following information:

  i. Murang'a University of Technology Logo
 ii. The School in which the candidates are enrolled e.g.
iii. SCHOOL OF PURE AND APPLIED SCIENCES
 iv. The Semester and Academic Year when the examinations were done e.g.
  v. FIRST SEMESTER, 2015/2016 ACADEMIC YEAR
 vi. The level of the class and the Semester the candidates are in e.g.
vii. YEAR ONE, SEMESTER ONE EXAMINATION RESULTS
viii. Results e.g. PASS etc
 ix. CAPTION
  x. Students Names, Reg. Number and Units where applicable
 xi. Signature section

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF PURE, APPLIED & HEALTH SCIENCES
FOURTH YEAR
2023/2024 ACADEMIC YEAR EXAMINATION RESULTS
BACHELOR OF SCIENCE (MEDICAL LABORATORY SCIENCES)

PASS

The following forty five (45) candidates satisfied the School Board of Examiners during the 2023/2024 Academic year Examinations in all the registered units for the BACHELOR OF SCIENCE (MEDICAL LABORATORY SCIENCES). The School Board of examiners therefore recommends that the students graduate.

NO.	REG. NO.	NAME
1	MS200/0972/2019	WANJA Ng`ang`a Ann

NB:

  i. *The above Headings should be in capital letters*
 ii. *The font type should be font size 12 with one space in between the headings.*
iii. *The headings should only contain words and no numbers for uniformity*
 iv. *The captions should be in sentence case*
  v. *The Candidates' names should be in capital letters and as much as possible should include the Surname, First Name and Middle Name.*
 vi. *The name should as much as possible be the one the student used to register upon entry to the University and also the one to be contained in his/her certificate.*
vii. *A table should be used to insert the Reg. No, Name and Units for each student*

viii.   *There should be no spaces left in between the top rubric, students names and the signature section*

2.   The following rubrics apply to different categories for student's examinations results;

1.   PASS – for the Semester Results – contains no recommendation
2.   PASS LIST – for the whole year and contains a recommendation for the candidates to proceed to next level or be awarded.
3.   PASS – for Special/Supplementary examinations – contains recommendations for the candidates to proceed or be awarded.
4.   SPECIAL EXAMINATIONS –This is for candidates who have missed examinations for reasons that are acceptable to the School Board of Examiners . A thorough check of the candidate and circumstance surrounding his/her missing the examination should be carried out to ensure that only genuine candidates benefit from this provision.
5.   FAIL – This is awarded to candidates who fail to satisfy the Board of examiners in their semester results of every academic year. No Recommendation is given in the first Semester results. The results await the end of the academic year where an appropriate recommendation is made.
6.   Supplementary – awarded at the end of the Academic Year after the cumulative results for the year are computed. **Recommendation is made for the candidate(s) to sit supplementary/resit when next offered based on specific course regulations.**
7.   Resit CARRY FORWARD EXAMINATIONS –This applies to candidates who are authorized to proceed to a higher level of study without completing some units at a lower level for reasons acceptable to the Board of Examiners and as per the rubrics.
8.   Supplementary – awarded at the end of the Academic Year after the cumulative results for the year are computed. **Recommendation is made for the candidate(s) to sit supplementary when next offered based on specific course regulations.**
9.   Resit – awarded at the end of the Academic Year after the cumulative results for the year are computed. **Recommendation is made for the candidate(s) to sit supplementary when next offered based on specific course regulations.**

10.   (Samples of each of the categories are given in the subsequent pages)

3.   Other categories are as follows;
1.   Academic Leave or Semester Off
2.   Deceased
3.   Deregistration
4.   Defer
5.   Non-Registration
6.   Withdrawal from University
7.   Retake
8.   Incomplete
9.   Discontinuation
10.   Degree/ Diploma/Certificate Award
11.   Examination Irregularity

4.   Other important information:
1.   These captions should be used as standard captions for the Senate Board of Examiners but in cases where there are programme specific regulations governing a particular programme, this regulation should be quoted when making a decision on the category to place a student. E.g. In cases when a post graduate student fails a resit and the programme regulation requires a discontinuation rather than a repeat this should be cited.
2.   A candidate can only appear once in the different categories eg one cannot be in pass and fail at the same semester.

3.   A candidate can appear in the semester result and the cumulative academic year result where a recommendation is given.

4.   **ALL** students registered in the school **MUST** be accounted for every semester in one of the categories of results.

5.   If a student has not shown up for any Semester without permission from the Dean's Committee then the student will be deemed to have absconded and will be deregistered (However, if the student turns up later and gives a satisfactory explanation, such a student will be considered for re-instatement by the Dean's Committee).

6.   Care should be taken to place the candidates in the correct category of results because after the Senate Board of Examiners Meeting no changes are allowed on the document unless with the Authority of the Chairman of the Senate Board of Examiners.

7.   Such changes must be ratified at the Next meeting of the Senate Board of Examiners.

8.   If there is doubt as to where a candidate should be placed please consult the UEO for advice.

4.3 Special Features

1.   The system should be able to show progression of students from admission to graduation and once prompted generate necessary reports.

2.   The system should not allow students who have failed more than 40% of the units taken in the preceding year to progress.

3.   The system should not allow registration for students with pending disciplinary action.

4.   The system should not allow students with re-retake to register without prior approval.

5.   The system should upload various categories of students marks in bath and classify them into respective categories once uploaded.

6.   The approval of units is done per student. The system allows the approvals to be done in batch per group.

7.   The system should allow registration of retakes and allow relevant billing.

8.   The system should segregate registration of electives after specializations and group students accordingly.

9.   The system should progress students and consolidate the mark sheets and classify students.

10.   The system should not have a manual interface.

11.   During marks entry, the system should generate grades automatically and provide for flexibility for programmes with different grading like B.Sc. Nursing.

12.   The students should arrange students to cohorts using available information such as registration number, year of study, semester and units registered for.

13.   The system to have ability to notify students to register for units. Ordinary units, retakes, re-retakes, Supplementary (For postgraduate) including for postgraduate etc. The system to accommodate all the options concurrently. If requests are approved or declined the system should generate relevant notifications.

14.   Ability to accept all the scores and uniquely processes marks for those cleared/registered; For those with pending issues, the system should update the record automatically upon clearance of pending academic/registration issues); the system to pick and process only complete details- Should not substitute blank with zero; should have prompts for the user to verify certain entries before processing the requests; categorize the academic issues under which the system may not process the students marks.

15.   To have ability to download Examination attendance, CAT attendance) by the COD and lecturers during relevant weeks.

16.   The system should be able to process marks for individual units as well as consolidated units and to round off marks.

17.   Ability to lock out from progression students who have not met requirements and generate a notification for instance on the unit(s) failed to the student then copied to the relevant Dean and the COD

18. The system should be able to upload the consolidated marks for all the students in batch.
19. The system should inculcate all the possible grounds under which a student can apply/request for a special examination for purposes of forwarding to the relevant department for approval (Drop down).
20. The system should keep/store all the historical issues for student and cohorts.
21. At a click of a button, the system should give you an up to date status of a particular student upon request.
22. The system should have ability to allow large scale customization of all other processes done manually, by the user upon approval by the University (Have system synergy and artificial intelligence available at the difference departments where the student is part).
23. The system should have outputs that are in editable document format such Ms. Excel, Word, PDF etc.
24. The system should send notifications to students upon relevant approvals of their requests.
25. The system should be able to generate such reports such as histograms on performance, progress, other academic issues etc.
26. The system should generate the result slip at the click of a button.
27. The system should generate a provisional transcript at the click of a button.
28. The system should allow a student should see and download/ print their results slips and provisional transcripts.
29. The student should be able to download the examination cards bearing all kinds of units registered for.
30. The system should generate an examinations attendance record on the basis of the units the student has registered for and bearing the names of students, registration numbers.
31. Upon approval of proposals by the BPS, by click of a button, the system should provide for forwarding of relevant soft copy documents to the BPS. Ability to track progress in the processing.

Expected Reports
1. Summaries of data
2. Histograms
3. Artificial intelligence informed reports
4. BPS progress reports
5. Progress tracking for individual students
6. Approvals
7. Leave request
8. Include sample report template where possible
9. Report on number of students eligible to sit for the exams based on the percentage class attendance
10. Number of students per unit
11. Report on who is teaching which course
12. Report on the number of students eligible to sit for exam
13. Generate a report on the number of examinable units per semester
14. Results slip for each student showing the grades
15. Student progression reports

4.4   Time Tabling Sub-Module

This module shall capture the starting date of a term/semester and makes all the timetables and almanac. This system should enable Academic staff to easily schedule classes and efficiently use the available spaces for teaching at various campuses. The following functionalities are expected:
k) Lecture rooms and their capacity
l) Laboratories category and their capacity
m) Demonstration Units
n) Handling of blocks

o) The system should allow updating time table.

p) The module should be totally self-checking and should not allow for any conflicts. It should allow for both manual and automatic resolution of room allocation conflicts

q) Event calendar: The system should maintain different type of upcoming events date and time.

r) Room allocation based on size

s) Places Lecture Halls automatically linking to the number of students

Expected Features

a) Allow for preregistration of units for continuing students to allow for timetabling for the next semester

b) Allow for registered students to confirm preregistered units during registration for new semester,

c) Manage both Class and Exam timetables.

d) Keep a record of all teaching facilities, lecture rooms and their capacity

    i. Labs category and their capacity

    ii. Demonstration units

e) Access registration data from admission and course registration module to allocate teaching rooms.

f) The system should allow adding new timetable.

g) The system should allow updating the timetable.

h) The module should be totally self-checking and should not allow for any conflicts. It should allow for both manual and automatic resolution of room allocation conflicts

i) Event calendar: The system should maintain the upcoming events date and time.

j) Individual class timetables

k) Staff timetables

l) Departmental/School/University wide timetables

m) Room allocation depending on size

n) Access timetable online

Expected Reports

1. Generate teaching and exam timetables

2. Produce timetable reports based on

    a. Room

    b. Class

    c. Course

    d. Labs

3. Enable online query of timetable schedules

4. Course allocation report

5. Field trip schedules

6. Resit timetables

7. Adhoc queries (rooms not utilized)

8. Wait list on number of courses not timetabled

9. Link with Disabilty to get specific details on disabled students

10. Examination time (link with disability module) to provide necessary disability gadgets

11. Provide separate timetables (Health Science, biological sciences)

12. Automatically to auto pick invitation of external examiners and sent invitations

13. Link timetable to marks module to auto generate a resit timetable annually

14. Automate returns after exams

15. During exam automate the exam attendance register by use of biometric

16. Automate records submission of exam (who has submitted and not submitted exams)

17. Produce examination printing schedule

18. Other than picking courses from the catalogue link to admissions to know the number of students registered for a particular unit

19. And any other report required by the department.

NB: Different Campuses will operate different timetables.

5.5. Course loading Submodule
This Module is used by academic Departments to allocate courses to fulltime lecturers and part-time lecturers.

Expected Features
a)   To keep a list of all lecturers (access from the department) and the course loading in a given semester.
b)   To enable the allocation of courses to Lecturers each semester.
c)   The system should allow allocation of more than 1 lecturer where there is team teaching and when teaching different groups, the same course.
d)   Upon approval of part time lecturers, the system should allow allocation of courses to part timers.
e)   Appointment of teaching claims (for internal / external part-time lecturers). The appointment letter shall originate from Human resource department.
f)   Online requests for inter-Faculties services.
g)   Online request for part-time payments.

Expected Reports
a)   List of all lecturers and their work load in a given semester.
b)   List of internal/external part time lecturers by Department, School and Semester.
c)   List of over/under loaded lecturers by Department, School and Semester.
d)   Summary of outstanding internal/external part time claims as approved by Department and School.
e)   Part time payment Module should be linked to units taught in the department
f)   Track the course allocation in a single report by Department, Faculty, University

SECTION 5 - HUMAN RESOURCE MANAGEMENT AND PAYROL SPECIFICATIONS

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

EXPECTED FEATURES
5.1 STAFF DETAILS
Personal details

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

Hire details

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

Education Background

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

Work experience

Period (from to), post held, organization

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

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

Contact details

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

Dependents

Name	Relationship	Gender	Date of birth

5.2   RECRUITMENT
Features
1. Ability of the applicant to create account.
2. Recruitment and selection process: Create vacancies, receive applications (internal or external), capture interviewer notes and generate offer letters and appointment letters.
3. Employees to be categorized according to Campus, School, Directorate or Department.
4. Identification of shortages of staff and request for advertisement.
5. Confirmation of existence of a vacant position and approval to advertise the said position.
6. Advertisement of the approved positions.
7. Receive applications and forward to respective Schools/Departments for short-listing.
8. Receive short-listing minutes and applications and forward for approval/disapproval
9. Setting of interview date.
10. Invitation of short-listed candidates for interviews at least seven (7) days to the date of interview.
11. Issue of letters of appointment to the successful candidates and regret letters to unsuccessful candidates.
12. Allow uploading of Job Adverts
13. Allow uploading of candidates Certificates
14. Attach Minutes of Interviews proceedings

Receiving applications

Required applicant details
Personal details

Name, email, phone number, county, ethnicity, disability status

Education Background

15.   Period (from-to, ability to indicate ongoing if not complete), Institution, course of study, grade

16.   Ability to attach attach certificate for each qualification.

Practicing licenses

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

Work experience

Period (from to), post held, organization

Seminars and workshops

1.   Seminars attended: No.

2.   Membership to Professional bodies: Name of the body, period of membership, membership number

3.   Workshops attended: No

4.   Practicing licenses: name of the license, issuer

5.   Books Written-No.

6.   Book Chapters-No

7.   Articles in refereed Journals- Name of journal, Author number, No.

8.   Supervision of masters Students-No

9.   Supervision of Phd Students-No

10.   Funded grants secured-No, amount

1.   Ability of the applicant to apply for the advertised posts only

Analysis

1.   Ability to export a summary of the applicants as an exel sheet

2.   Ability to shortlist applicants based on criteria with comments

3.   Ability to score interviewed candidates based on score sheet.

4.   Ability to transfer applicants details into the ERP when recruited

Reports

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

Alerts

1.   Notification of prequalification and interview dates

2.   Notification of appointment after interviews

5.3   STAFF PROMOTION

Expected Features

  a) Submission of application for promotion when a position falls vacant and advertised.

  b) Determination whether the teaching staff is qualified or not based on the criteria of the said position.

  c) Forwarding application(s) to the respective officers/committees for shortlisting.

  d) Receiving the short-listing minutes & applications and forwarding for

approval/disapproval

e) Setting a date of interview

f) Inviting short-listed candidates for interviews.

g) Issuing letters of appointment on promotion to the successful candidates and regret letters to unsuccessful candidates.

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

Required applicant details

Personal details

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

Education Background

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

Work experience

Period (from to), post held, organization

Participation in University activities

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

Participation in community work

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

previous promotion date

Date of promotion, position promoted to

Other requirements

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

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

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

Reports

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

Alerts

1. Notification on successful application
2. Notification of interview

5.4 PERFORMANCE MANAGEMENT

1. Automate the performance appraisal process, from setting goals to conducting reviews;
2. Integrate with training and learning modules to support employee development;
3. Visualize performance metrics for employees, teams, and the entire organization on the dashboard;
4. Implement employee recognition programs to acknowledge achievements;

5. Manage and track rewards, bonuses, or incentives tied to performance;
6. Flag underperforming employees and initiate performance improvement plans; and
7. Integration with HRIS for up-to-date employee information
8.   Ability of the employee to set targets(unit of measure eg. Time, percentage, number, performance indicator/ evidence)
9.   Ability of the hr administrator to set the standard targets applicable to all employees.
10.   Ability of the employee to list duties
11.   Ability of the employee to define definitions for each target
12.   Ability of the employee to conscent to the targets
13.   Ability of the employee to amend the targets before submission to HoD
14.   Ability of the HoD to submit targets to HR office
15.   Ability of the HoD to do a mid-year review and submit to the HR office
16.   Ability of the employee to conscent to mid year review
17.   Ability of the HR administrator to return the targets to the department for review
18.   Ability of the employee to upload evidences into the system.
19.   Ability of the HoD to conduct end year appraisal, make comments record scores and submit to HR.
20.   Ability of the employee to conscent to the end year appraisal rating
21.   Ability of the system to do an average score(standard targets and set targets)
22.   Ability to set timelines for each step after which the system shuts that process. Ie. Setting targets, mid year review and end year appraisal
23.   Ability to send notifications/reminders during appraisal periods

Expected reports
1.   Target setting reports (Those who have set, those who have not set)
2.   Mid-year reports (Those who have done, those who have not done)
3.   End year reports(appraised, not appraised)
4.   Average score for both standard and individual targets (employee and department)
5.   Employees who have attained each score.
6.   History of performance (employee, department)
7.   Ability to export a summary of the appraisal ratings as an excel sheet.
8. Employee Performance Rating Reports.
9. Continuous Feedback Reports.
10. Key Performance Indicators (KPI) Dashboard.
11. Underperformance Identification report.
12. Performance Improvement Plan (PIP) Reports

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

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

1.6   LEAVE MANAGEMENT
Leave Schedule

1.   Ability to schedule leave at the beginning of the year for members of staff.
2.   Members of staff should be able to schedule their leave for the year and then send for approval to the HOD/HOS. This is done at the departmental level.
3.   The approved leave schedules by HOD/HOS should then be available to the HR Office.
4.   Ability of the HR administrator to amend leave schedule

Application of Leave

Annual Leave

1.   Members of staff to apply for leave 14 days before commencement of Leave.
2.   After application of leave, HOD/HOS should then appoint **person(s)** to take over the duties of the applicant.
3.   The Staff(s) handed over to should accept the responsibilities from the system and he/she/they should not also be going on leave between the time of the applicant.
4.   HOD/HOS will the send the leave for approval to HR.
5.   HR will then recommend the leave and send to DVC (AHR) for approval
6.   DVC (AHR) shall then approve or not approve the leave.
7.   A notification should then send to HR, HOD/HOS and the applicant on the approval status of the leave.
8.   Applicant should also be able to view the progress of their leave application and show where document is pending e.g. "Pending HOD/HOS Approval".
9.   On resumption to work member of staff should fill a form and send for approval to the HOD/HOS.
10.   After approval by HOD/HOS the HR to get notified when members of staff resume from leave. Also, members of staff who did not resume as expected.
11.   HR Administrator should be allowed to reschedule leave for members of staff when needed.
12.   HR administrator should be able to adjust leave balances in cases of leave recall.
13.   HR Administrator should be the only one allowed to feed carry over leave days.

Emergency Leave

1.   Applicant can apply at any time but can only apply for a maximum of 3days at a time.
2.   This leave draws its balance from annual leave entitlement.
3.   Follow Annual Leave on Step 3 & 4.
4.   HOD/HOS will the send the leave for approval to DVC (AHR) directly.
5.   Follow Annual Leave from Step 8 to 11.

Maternity Leave

1.   Members of staff should only be allowed to apply for maternity leave 30 days before commencement of Leave.
2.   Follow Annual Leave from Step 3 to 11.

Paternity Leave

1.   Member should Attach a Birth Notification during application of Paternity Leave.

2.   Follow Annual Leave from Step 3 to 11.

Sick Leave

1.   HR Administrator should be allowed to feed the sick leave on behalf of the applicant.
2.   HR Administrator should be allowed to feed the sick leave even after it has passed. Like a backlog.

Study Leave

1.   HR Administrator should be allowed to feed the study leave on behalf of the applicant.

Leave Reports.

1.   Report on Leave per Department, Member, Duration, Type of Leave.
2.   Report on Leave Balances per Member.
3.   Report on Carry Overs per Member.
4.   Report on Resumption from Leave per Member.
5.   Report on utilized and unutilized Leave Schedule.

5.7 DISCIPLINE

1.   Ability to capture the following details of staff discipline

Violation type	Description	Date	Action taken	Remarks

Reports
1.   No. of disciplinary cases within a specified period of time per employee
2.   Report on types of violations
3.   Violations per department

8.Time and Attendance
1.   Track employee attendance with the use of either fingerprints or smartcard
2.   Ability to define shifts
3.   Record and track the start and end times of employee work shifts;
4.   Track daily attendance for each employee;
5.   Identify and track instances of employee absenteeism;
6.   Enable employees to submit leave requests through the system;
7.   Display available leave balances for each employee;
8.   Enable employees to clock in and out using mobile devices;
9.   Allow employees to submit leave requests through mobile applications;
10. Fingerprint or Facial Recognition, Integrate with biometric systems for secure and accurate clock-in and clock-out;
11. Provide self-service portals for employees to view their attendance records, request leaves, and manage their schedules; and
12. Maintain detailed audit trails of all time and attendance transactions for accountability and compliance.

Reports
1.   Employees who are absent and are not on leave
2.   Ability to filter attendance based on time and date and generate report
3.   Daily and monthly Attendance report.
4.   Leave Balances and usage report.
5.   Shift Schedule Reports.
6.   Biometric Verification Report.
7.   Mobile Clock-In/Clock-Out Report.
8.   Mobile Leave Request Report

5.8   STAFF EXIT
1.   Ability to terminate employees from the system
2.   Ability to specify the mode of exit
3.   Ability to populate the various modes of exit

Reports
1.   No. of exits within a specified period of time per mode of exit
2.   Length of service for each employee
3.   Exits per staff category, department, gender

5.9 DOCUMENT HANDLING AND DOCUMENT MANAGEMENT
1.   Ability to upload documents into the system employees account
2.   Ability to folio the documents
3.   Ability to assign access rights to the documents

The sub module should track all In-coming mails, Outgoing mail, Internal mail and retrieval of files.

Expected Features
  Incoming mail

   a) The system should be able to manage and track records of received incoming

      mails and delivery to staff and students.

   b) The system should enable management and tracking of special mail/registered articles and their personal delivery.

   c) Enable online management of delivery registers.

Outgoing mail
   The system should: -

   a) The system should keep track of all outgoing mails, including their addresses and references.

   b) Keep records of the mode of postage of specific outgoing letters / cheques / certificates / examinations.

Internal mail
   The system should

   a) Keep records of received incoming mail and memos from the mail section, classification and filing.

   b) Enable tracking of the movement and dispatching of the file among the action officers.

   c) Enable keeping records of indexes and storage of all files in the Registry.

   d) Keep track of retrieval and movement of the files from the Registry.

 Opening and closing of files
   The system should;

   a) Enable maintenance of indexes of all files already existing based on subject.

   b) Keep records of all new files being opened for new subjects and their indexes.

   c) Keep records of closed and any new volume of the same by the Registry Officer.

Registry and File Movement

Registry and File Movement - track physical files of staff and students – check in and check out files

OTHER EXPECTED REPORTS

1.   Employee service history (appointment, confirmation, contract renewals, leave, disciplinary, promotion) ability to select on what to include in the report.
2.   Reminders (contract expiry, probation expiry)
3.   Reports on employee ages. Eg. Years to retirement, staff between certain ages
4.   Reports on gender (percentage of each gender per department and at the University)
5.   Report on ethnic demographics (percentage of each ethnic group per department and at the University)
6.   Reports on staff categories (teaching and non-teaching, no. of each category per department, number of each category per school)
7.   Reports on appointment dates eg. Staff appointed between specific dates
8.   Report on employees with additional responsivities. Eg. Chairmen, Directors, Exam coordinators, with their appointment periods.

5.10 PAYROLL MANAGEMENT

The key aspect of this module is to capture all the Payroll Processes for the organization. It should allow the institution to generate pay slips and salary register based on the attendance of the employees taking care of leaves, overtime, allowances, loans, advance, bonus and other standard deductions like N.S.S.F., N.H.I.F, HOUSING LEVY and P.A.Y.E.

5.10.1 Expected Features
    The system should be able to:-

a) Electronically integrate with the GL, Cash Book and other third party software e.g. e-banking.

b) Automatically process employee salary and benefits.

c) Show employee remuneration details.

d) Provide report on history of staff Banking details

e) Compute various employee deductions and taxes while adhering to a third rule.

f) Run real-time data communication between human resource and finance sections.

g) Generate periodic pay cheques.

h) Allow authorized levels for the various functionalities within the salaries section/division.

i) Electronically integrate/export employee information to Microsoft excel, word or PDF.

j) Document all salary and job changes, view salary history of each employee online including salary, bonus and all deductions etc.

k) Generate a detailed audit trail of payroll transactions/changes.

l) Generate staff personal details and bio data e.g. name, photograph, gender, marital status, date of birth, personal file number, date of appointment, cost centre, national

ID number, passport number, nationality etc.

m) Support unlimited number of job grades and salary scales

n) Link job scales to salary and allowances payable to each grade

o) Automatically post annual increments on the due dates.

p) Payroll reconciliation.

q) User definable processing and payment methods and periods.

r) Support unlimited number of employees and staff classifications.

s) Track employee banking details e.g. bank, branch, account number, account type, etc.

t) Unlimited number of user definable tables e.g. PAYE, NSSF, NHIF, Pensions, Unions etc.

u) User defined rounding system.

v) Bonus and arrears payments.

w) Direct electronic salary remittance to banks.

x) Tracking of loans and amounts due to SACCOS.

y) Maintain historical information for unlimited number of years.

z) Employees should be able to view their payslips on-line for all the processed payrolls.

aa) Integration with Finance module.

5.10.1 Expected Reports

a) The system should allow the user to select fields to extract data and generate reports in various formats such as tables, graphs, bar charts etc. The system should 2be flexible such that it can pick relevant data from various tables in the database and generate any adhoc report that may be required by the management from time to time. Among the reports the system is expected to provide are:-

   i. Report on salary payments on monthly, year to date (YTD), annual basis etc.

   ii. Report on tax payments, pension payments, etc.

   iii. Reports on payroll costs as defined by user, e.g. in terms of basic pay, house allowance and other financial benefits on the basis of cost centre - Department, School as may be defined by the user.

b) Payroll summary report.

c) Payslips, including online payslips, user defined payslip format.

d) Bank remittances list.

e) Bank registers.

f) Cheques and cash register.

g) Payroll journal.

h) Company totals.

i) Employee details.

j)   User specified transaction reports.

k)   Cost-center reports.

l)   Statutory reports e.g. P9, P9A, P10, P10A, fulltime staff, part time lecturers and casuals

m) Audit trail reports.

n)   Special reports e.g. negative pay, EDI, SFI Bank remittance reports, system codes, payslips etc.

o)   Budgeted versus actual pay analysis.

p)   Exceptional reports e.g. staff earning salaries beyond their grades.

5.11 Contract/Temporary Appointment

Expected Features

a)   Application for renewal/extension of contract of appointment

b)   Approval or rejection for the renewal/extension of the contract appointment, depending on the position/level

c)   Communication of the outcome to the staff concerned.

Expected Reports

a)   List of staff whose contracts have been renewed/extended.

Study Leave

Expected Features

a)   Online application of study leave.

b)   Automatic alerts for approved study leave: SMS, Emails, etc.

c)   Automatic alerts for due to expire Study leave: SMS, Emails, etc.

Expected Reports

a)   Cumulative list of staff on study leave.

b)   List of staff who have resumed duty from study leave.

c)   List of staff who absconded duty.
d)   Progress reports of staff on study leave

SECTION 6: PROCUREMENT AND INVENTORY CONTROL
6.1 PROCUREMENT AND INVENTORY CONTROL
PROCUREMENT AND INVENTORY CONTROL

This module should enable e-procurement of goods and services using electronic methods in every stage to ensure efficiency & transparency. The system should facilitate electronic processes in e-registration, Supplier portal , e-Tendering, e- Submission, e-Evaluation, e-Awarding, Order Status, e-Invoicing, e-Payment, and e-Contract management.

General features

✓ Linking with suppliers electronically

✓ Generating orders online directly to suppliers.

✓ Indent management, e-Informing, e-Tendering, e-Auctioning, vendor

management, catalogue management, purchase order integration, order status, and e-Invoicing.

It should have the ability to do the following:

1. Identifying user procurement needs
2. Incorporated strategy in procurement plans.
3. Consolidation of departmental procurement plans to the consolidated procurement plan.
4. Integrated planning and budgeting.
5. Integrating approved procurement plan with approved budget.
6. Provisions for Preference and Reservation margins in procurement planning e.g. 30% rule for special groups.
7. Procurement plan implementation.
8. Procurement plan monitoring, evaluation and review.
9. Fully integrated with finance, procurement and Inventory module which includes Purchase Orders with vote heads, Budgetary Control Module and Goods Received Note.
10. Have tender box and supplier portal where suppliers will be able to log in once prequalified.
11. The supplier should be able to send prequalification documents via the portal and procurement department should be able to prequalified a supplier online via a portal via a checklist set on the system.
12. Prepare Procurement Plan
13. Prepare and process Purchase Requests.
14. Selection of procurement methods; that is, Request for Quotation and Framework Agreements
15. Be able to generate Request for Quotations from the system in the prescribed format.
16. Prompt the sending of quotations and all relevant and attachments using emails
17. Analyse quotations and award to award automatically by use of predefined criteria in the prescribed format. However, manual awarding should also be allowed so that the tender evaluation can recommend award appropriately.
18. Generate award forms from the analysis in the prescribed formats and link the award form to finance for confirmation of availability of funds
19. Auto generate Purchase Orders from award forms in the prescribed formats and link Purchase Order to Finance for voting.
20. Show status on Purchase Orders and track expiry

21.	The system should be able to capture and store all records of registered suppliers of various items and also accommodate framework contractors.

22.	The system should give an option to restrict ordering within vote heads in any given financial year or any defined budget periods.

23.	Create and allow automatic creation on inventory of items/services consumed and attach a vote head to each item.

24.	Have the ability to link inventory items to respective Suppliers for Request for Quotations and framework suppliers.

25.	Ability to create Purchase Orders for items in the framework list for framework items.

26.	Ability to link with other University portals and send alerts.

27.	Maintain Code of items of purchase, Quotation Register which should allow for updating.

PROCUREMENT WORKFLOW

1.	A procurement plan shall be prepared in the prescribed format.
2.	The Purchase Requests shall be prepared by the User Departments which shall be sent to the stores section for confirmation of availability of stock. If not available, the form is sent to finance to confirm availability of funds after which it alerts the user and sent to the VC or DVC (FPD) for approval. Upon receipt of the Purchase Request, the Head of Procurement will assign the Purchase Request to an officer. The officer handling the request will procure using the relevant procurement method as provided in the Act.
3.	The officer will send the quotations notifications via the portal and any other document to suppliers for their action. The suppliers' should be able to login to the supplier portal and sends back the filled quotations or any other documents within the set date and time which will automatically be disabled.
4.	On receipt of the filled documents, the opening committee should be able to open the documents and append their signatures online.
5.	The Evaluation Committee analyses the quotations. The system should allow for filling of recommendations in the analysis report template and signing by the members.
6.	The analysis report is then be released to Head of Procurement for providing a professional opinion.
7.	After the professional opinion, the analysis report is sent to the VC for approval. After his action it will automatically send an alert to the procurement office.
8.	If approved, the system should have the ability to automatically generate award forms which is then sent to finance for confirmation of funds. When availability of funds is confirmed by the finance department, an alert will be sent procurement office.
9.	The system should be able generate a Purchase Order. The Purchase order should then be sent to the Head of Procurement for approval then sent to finance for budgeting/voting finally it's should be sent to the DVC (FPD) for signing.
10.	After signing the system should be able to send an alert to the procurement office, the stores and the user.
11.	The Purchase Order is sent to the supplier by email and enable printing

PROCUREMENT MODULE EXPECTED REPORTS

1. Procurement plan
2. Statutory reports
3. Key performance indicators.
4. Measuring procurement plan performance versus actual performance.
5. Actual performance for Preference and Reservation (special group).
6. Variance analysis.
7. Periodic reports
8. List of registered suppliers per item category
9. Purchase history per supplier
10. Price list and price updates per supplier
11. Outstanding Award Forms
12. Outstanding LPOs
13. LPOs partially supplied
14. Cancelled Award Forms
15. Cancelled LPOs
16. Quarterly and half year reports on Youth, Women and PWDs
17. Report on goods made in various countries e.g. made in Kenya
18. Report on all purchases on quarterly basis
19. Reports on framework agreement purchases
20. Monitoring of supplier performance
21. Summary of Procurements per item
22. Registration and management of suppliers
23. User–defined supplier categories: Supplier categories are user definable.
24. Supplier unique identifiers (auto generated):
25. Supplier prequalification.
26. Supplier re-evaluation of mandatory requirements e.g. tax certificate, business licence, practising licences
27. Real time opportunities to do business.
28. Maintenance of supplier profile e.g. tender and quotes awarded.
29. Commitment of order account/vote to be charged against balances.
30. Purchase order processing linked to purchase requisitions.
31. System generated purchase orders with unique order identification numbers.
32. Tender price listing with preferred suppliers and last purchase price.
33. Pending orders/dues in/purchase order not yet delivered listing.
34. Order management including approvals, validity and cancellation.

35. Complete order drill down

36. Global update facility.

37. Price list and price updates

38. Outstanding purchase orders

39. Purchase order partially supplied.

40. Supplier performance and appraisal.

41. Purchase orders periodic

42. Orders due for cancellation.

43. Purchase orders details.

44. Order payment status

45. Transaction history.

46. Periodic reports on orders placed, cancelled and pending; daily, monthly, quarterly, half yearly and annually.

6.2 INVENTORY SUBMODULE

The system should have the ability to do the following;
1.   Create an inventory of items/services consumed and attach a vote head for each item per department and section.
2.   Maintain Stock Reorder Levels for common user items: Ensuring that supplies are maintained at optimal levels and get a notification when specific items fall under a predefined re-order level.
3.   To determine surplus, redundant and obsolete supplies.
4.   Monitor movement and utilization of inventory items
5.   Receive delivered items and automatically update stock levels
6.   Monitor inventory expenses by user department and sections.
7.   Support use of barcodes when receiving or issuing inventory items
8.   To automatically generate the GRN, Inspection and Acceptance Certificate and Inspection and Rejection certificate in the prescribed formats.
9.   To generate stores Requisition Note by user department as per the prescribed formats.
10.   To create and update stores ledger.
11.   The system should allow determination of the maximum stock level per item
12.   Provide for capturing of warranties and shelf life and give alerts on expiry
13.   Online booking for inspection by suppliers indicating date and time of delivery.

INVENTORY SUB-MODULE EXPECTED REPORTS

1.   Outstanding L.P.Os

2.   Partially delivered LPOs.

3.   Store Ledgers.

4.   Good Received Note

5.   Inspection and Acceptance Certificate
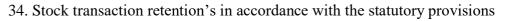
6.   Inspection and Rejection Certificate.

7.   Obsolete, redundant and slow moving goods.

8.   Fixed assets items and costs.

9.   Expired warranties.

10.   Usage of goods quarterly reports

11.   Inventory and consumption reports for departments and sections on request.

12.   Store Requisition and Issue Note

13.   Stock taking Report.

14.   Summary of supplier booking for delivery and Inspection of goods.

15. Classification of stores/categories

16. Storing and stocking condition.

17. Stores life time/shelf life

18. Explosive and inflammable stores security signs.

19. Establishing stock levels for common user items.

20. Location of stores.

21. Perpetual stock taking

22. Receiving against LPOs with strict observance of LPO quantities.

23. Register of inventory with unique identification on items.

24. Stores Catalogue (Item master) management

25. Inspection and acceptance

26. Maximum stock level: The system should be able to define/give the maximum amount of stock the University would wish to hold. This could represent enough stock for a term, month or a week, or it might be as much as the store has space for, or it might depend on the order size needed to qualify for a quantity discount – known as the Economic Order Quantity (EOQ).

27. Minimum stock level: The system should be able to define/give the minimum amount of product the University would want to hold in stock. Assuming the minimum stock level is more than zero, otherwise known as buffer stock.

28. Re-order level: The system should allow a trigger point, so that when stocks fall to this level, the next order should be placed.

29. The system should allow online authorization levels for the various functionalities within Stores & Inventory Division/Department.

30. Have full audit trail of all stock movements

31. Support different costing methods for inventory

32. Standard issue price

33. Linked to vote book module

34. Stock transaction retention's in accordance with the statutory provisions

35. Stock history file

36. Bins locations

37. Integrated with order and purchase ordering modules

38. issue of items against departmental budget allocation

39. Update stock by goods received notes and purchase invoices

40. Stock movement records showing fast and slow moving stocks

41. Inventory counts changes and adjustments

42. ab) Provides allocation of back ordered inventory items to sales orders ac) Partial delivery

43. Global update facility.

   Online approval

INVENTORY MANAGEMENT WORKFLOW

Receipt of Goods and Services

1.   The supplier books for delivery and inspection to the Stores Section through the system and gives an alert

2.   Upon delivery, the goods shall be inspected, and if accepted, Good Receive Note is generated or Inspection and Acceptance Report for Services. In case they are rejected, a Goods Rejection Note is generated.

3.   The system automatically transfers the information to the Store Ledger and Updates accordingly.

4.   The Supplier payment documents are uploaded to the system and give an alert to the Procurement Department for verification

5.   Upon Verification, they are forwarded for payment.

ISSUE OF GOODS

1.   The User generates a Stores Issue Note which gives an alert to the Stores Section.

2.   The system verifies the availability of items in stock and issues accordingly.

3.   The system balances the Store Ledgers.

STOCK TAKING

The system should allow for re-adjusting of stock levels and facilitate quarterly stocktaking.

Expected reports

a)   Inventory levels, re-order levels and re-order quantities.

b)   Shelf-life status

c) Dues in/out

d) Worn and obsolete or deteriorated stores.

e) Order status.

f) Rejected orders/goods returned.

g) Inspection and acceptance

h) Receiving/Issue analysis

i) Date of last issue

j) Store/Item transaction history

k) Inventory listings

l) Stock movement and Stock taking report

Contract Management

The module should be able to effectively manage all the activities of the project as per the work plan

Expected Features

a) Negotiation and Authorization management.

b) Project planning (work plan)

c) Contract execution

d) contract variation

e) Monitoring and evaluation

f) Payment of certificates

g) Certificate of completion

Expected Reports

a) Contract status

b) Contract variation

c) Completed contracts

d) Certificate of completion

Asset Disposal

Expected Features

a) Identification of disposal stores and equipment which are obsolete, unserviceable or surplus to requirement.

b) Declaration of disposal stores by user Department.

c) Provisions for preference, collate and prepare disposal plan.

d) Provisions for Preference and Reservation margins in disposals e.g. 30% allocation rule

for Special Groups.

e)   Valuation and Reserve price.

f)   Method of disposal.

g)   Authorization to dispose.

h)   Award of disposal.

Expected Reports

a)   Disposal Plan.

b)   List of items to be disposed.

c)   List of items disposed, disposal method used and amount per category e.g. special

groups.

SECTION 7 - FINANCE MODULE
7.0 FINANCE MODULE

7.1   FINANCE AND ACCOUNTING REQUIREMENTS
The system must be integrated and supports both managerial and financial functions. Specifically, the system must integrate with **e-Citizen** payment platform **and university bank accounts**.
The system should have a rich dash board summarizing key statistics e.g. student numbers, payables and receivables balance etc
The expectations on each of the modules are as follows:

7.2   GENERAL LEDGER MODULE
All modules must be fully integrated with the general ledger so that processing will be straight forward and reliable. It must accommodate complex business models including features that are unique to Murang'a University of Technology

7.2.1   EXPECTED FEATURES
The system should be able to generate a GL report. The GL report **MUST** contain all the transactions for a given period, listed by account. Other features that must be supported by the GL include the following.
1.   A consolidated Trial Balance and drilling down capability to explore trends
2.   Exportable GL report to Ms. Excel
The system should be able to produce the following Financial Statements that   must be customizable to comply with the **IPSAS (accrual) Format;**
a)   Statement of Comprehensive Income with comparative figures
b)   Statement of Financial Position with comparative figures
c)   Statement of cash flows with budget and comparative figures
d)   Statement of changes in Net Assets
e)   Statement of comparison of budget with actual figures
4.   Notes to the Financial statements with comparative figures
5.   Flexible multi–level account structure
6.   User defined calendars
7.   Flexible closing dates.

8. Standard journal entry templates including multiple journals
9. On–line drill down account analysis from account balances or financial statements all the way to the source transaction in general ledger or sub-ledger.
10. Multi-currency reporting
11. Clear and accessible audit trail
12. Flexible user rights
13. Should have transaction reversal right assigned to the in-charge of Finance
14. Exportable reports to Ms. Excel, Ms Word, PDF
15. Capacity to accommodate campuses and their functionality

7.2.2 EXPECTED REPORTS
1. Updated cash books
2. Consolidated Trial balance
3. Statement of Comprehensive Income with comparative figures
4. Statement of Financial Position with comparative figures
5. Statement of cash flows with budget and comparative figures
6. Statement of changes in Net Assets
7. Statement of comparison of budget with actual figures
8. Notes to the financial statements with comparative figures
9. Chart of accounts listing
10. Class/sub-class listing
11. General ledger report
12. Journal entry listing
13. Transactions listing
14. Batch listing
15. Posting journals
16. Debtors aging analysis
17. Bank Reconciliation
18. Transaction reversals report
19. Payables aging analysis

7.3 ACCOUNTS PAYABLE (EXPENDITURE)
The system must provide for a full cycle of vendor transactions from the Purchase Requisition Note (PRN), and Local Purchase Order (LPO), delivery, invoicing to cheque disbursements. It should at minimum meet the following features.
The system must provide for payment vouchers that work the way the University and its organs operate. It must allow for expenses to be allocated across multiple accounts.
7.3.1 EXPECTED FEATURES
1. Ability to integrate fully with Procurement
2. Have a field for capturing vendor bank details
3. Ability to integrate fully with budget
4. Ability to capture supplier invoice
5. Ability to allocate a supplier invoice to an expenses account.
6. Ability to generate Payment Vouchers
7. Ability to automatically assign voucher numbers.
8. Ability to allocate payments to suppliers' invoice.
9. Ability to pay supplier invoice/certificate in part
10. Ability for multiple invoices from a single vendor to be paid on one cheque with supporting detail on cheque stub or remittance advice.
11. Ability to hold disputed supplier invoices and payments.
12. User–defined vendor categories: Vendor categories are user definable and can be used to group contractors, employees and vendors for purpose analysis.

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13.   On–line drill down analysis: Full drill down from the invoice to the payments and vice–versa information.
14.   Flexible payment approval: To allow selecting vouchers for payment based on vendor, vendor group, Company name, Voucher number, Invoice number, Voucher date, voucher amount.
15.   Payment controls: Vouchers can be paid based upon due date, priority, category, payment type, group vendor or any combination.
16.   Both vendors and payment vouchers can be put on hold to prevent processing of requisitions, orders, invoices and payments.
17.   Recovery and accumulation of VAT and other taxes for settlement
18.   Full creditor reconciliation including deposits – disbursements and adjustments, as well as the ability to import transactions vendors register or other types of files.
19.   System auto generated messages
20.   Ability to process discounts
21.   Ability to withhold taxes at varying rates.

7.3.2   EXPECTED REPORTS
1.   Aged payables supported by the ledger balance
2.   Vendor details report
3.   Vendor summary
4.   Vendor register
5.   Payment distributions
6.   Payment voucher listings
7.   Creditors ledger by code and name with details of invoices and payments
8.   Cheque register for creditors
9.   Discounts received report
10.   Disbursement of cheques
11.   VAT returns schedules as per University Tax deduction schedule format

7.4 PROJECTS ACCOUNTS

7.4.1 EXPECTED FEATURES
1.   Creation of project Names
2.   Creation of project numbers
3.   Creation of project coordinators
4.   Creation of project location
5.   Setting up specific project budgets
6.   Linked up to procurement module
7.   Linked up to the creditors module
8.   Linked up to the imprest module
9.   Linked up to the cash book module
10.   Linked up to the assets module
11.   Linked up to the budget module

7.4.2 EXPECTED REPORTS
1.   Budget vs. Actual reports
2.   Project progress report (Disbursement vs. Expenditure)
3.   Project creditors and aging reports

7.5 ACCOUNTS RECEIVABLE (REVENUE)

7.5.1   EXPECTED FEATURES
This module provides for the efficient processing of;

1. Invoices
2. Credit notes and debit notes,
3. Receipts showing transaction reference number
4. Accounts receivable adjustments,
5. Refunds customer ledgers,
6. Processing prepayments,
7. Processing of discounts
8. Processing miscellaneous receipts,
9. Processing unrealized exchange gain and loss accounts.
10. Ability to create pro-forma invoices for customers.
11. Ability to charge interest to overdue customer accounts
12. Ability to send prompt sms to the customer for payment through e-Citizen

7.5.2 EXPECTED REPORTS

1. Customer listing
2. Debtor ageing analysis
3. Customer transactions
4. Invoices
5. Overdue receivables
6. Receipts printing
7. Discount reports
8. Receipt inquiry i.e. receipts deposited to a selected bank or to display information for a receipt for which you have only the receipt number/amount.

7.8 IMPREST MANAGEMENT
The system is expected to control and manage the issuance of imprests to staff, the accounting of imprests (underspent/overspent) and the recovery of un accounted for imprests from the salaries of the staff involved. The current policy is to surrender imp-rests within seven days. The system should provide for flexible surrender periods, before recovery from the salary.
System to generate alerts to the staff with overdue imprests

7.8.1 EXPECTED FEATURES
The system should among others include the following: -
1. Generate imp-rests forms and automatically number the documents serially
2. Specify the envisaged accounting date
3. Automatic alerts for overdue unaccounted for imprests (to concerned staff through email and or text messages)
4. Linked to the Payroll module for recovery of unaccounted for imprests and other ledgers
5. Embedded adjustable controls to stop issuance of further imprests to staff with an existing unaccounted imprest.
6. Online approvals of imp-rests.
7. Charge interest on overdue imprests at adjustable rates
8. Allow receipts of goods based tied on imprest. Goods to be received against an imprest.

7.8.2 EXPECTED REPORTS
1. Individual imprest report
2. Quarterly/monthly/yearly reports
3. Imprest recovery reports
4. Automatically generated payroll recoveries

5.   Imprest ledger report by staff as per National Treasury format
6.   Recovered interest report

7.9   CASH OFFICE MODULE

7.9.1   EXPECTED FEATURES

1.   Support for an unlimited number of bank accounts with ability to pre-define each bank/cash account.
2.   Online drilldown account analysis from various Banks/Bank Statements all the way to the source transaction in the general-ledger and to migrate information to the Spread Sheets.
3.   Create an alarm features for a predetermined amount payable at a time in each bank account
4.   Flexible payment approval. To allow vouchers for payment based on priority.
5.   Automatic receipting and posting all the way to the general ledger accounts
6.   Automatic generation of Payments, a cheque writer and posting direct to the general ledger.
7.   Flexible approval for selection of deposits and cash withdrawals.
8.   Cash management
9.   Record transfers between bank accounts
10.   Add bank accounts to chart of accounts
11.   Cancellation of payments vouchers/receipts/cheques.
12.   Support for unlimited number of users (Personal Claims, Expenditure, Student   Finance, Salaries, Bookshop etc.) hence the system should provide a User Defined Category.
13.   Cheque Register - automatic generation of cheque register once the cheques have been drawn.
14.   Petty cash management system.

7.9.2 EXPECTED REPORTS

1.   Cash Book
2.   Petty cash Report
3.   Cash flow movement report on daily, monthly, YTD, Annual basis.
4.   Cash reconciliation report, Investments Reports
5.   Payment voucher listings and the status
6.   Payments on hold report
7.   Cheque payment register,
8.   Cash Management
9.   Pending cheque report

Point to Note:
Cash Office operates as a Central point for Cash flows and is thus an agent for all sections.

7.10   BANK RECONCILIATION
7.10.1 EXPECTED FEATURES
1.   The System must support bank reconciliations across multiple banks and allow financial charges to be allocated across multiple accounts.
2.   Full bank reconciliations including deposits, disbursements, adjustments, bankings and unidentified transactions.
3.   Flexibility and fast in importing transactions from various banks systems and to post any unprocessed transactions in the unidentified tab.
4.   Support listing of transactions in the bank statement not in the cash book.
5.   The system should support fast opening and functioning of the bank reconciliations module.

7.10.2 EXPECTED REPORTS
1.   Bank reconciliation Statements
2.   Bank reconciliation Summary
3.   Bank Reconciliation by detail

7.12 STUDENTS' FINANCE
7.12.1 EXPECTED FEATURES
1.   Integration with the student portal.
2.   Ability to generate students' fee statements.
3.   Ability to integrate all the transactions related to students with the respective GL accounts.
4.   Ability to set fees structures for different programmes.
5.   Ability to provide for automatic and adjustable phased fees with predefined charges.
6.   Ability to define University fees policy.
7.   Ability to integrate with the Admissions Department, Accommodation Department and Academic Departments.
8.   Ability to generate automatic invoices to eligible students only.
9.   Ability to generate and distribute receipts to various incomes on every payment according to the priority provided.
10.   Ability to handle fee refunds and debit the respective accounts.
11.   Ability to trail all transactions of the students as they occur.
12.   Ability to handle sponsor's funds such as HELB, CDFs, Financial Aid, Scholarships etc
13.   Ability to upload data from the bank statement fast and directly into the system and update the student accounts appropriately.
14.   Ability to cancel erroneous receipts and Sponsorship allocations.
15.   Ability to do students' fees adjustments in case of an error during fees structure set up.
16.   Ability to reverse erroneous invoices for a student.
17.   Integration with the Library management system ie. KOHA that is running in the institution.
18.   Ability to correctly narrate invoices in the students' fee statements for clarity.
19.   Illustrate the ability to automatically bill students Retake, Supplementary and Special Exam once the students register.
20.   Ability to integrate the ERP System with different payment channels for example banks, E-Citizen etc. to facilitate real-time updates in the students' fee statement.
21.   Ability to generate student account statement giving to total sum of transactions per semester and also cumulative totals (Debits and Credits).

7.12.2 EXPECTED REPORTS
Ability to generate the following reports:-
1.   Ability to generate daily fee collection report (Global) – Dash board to generate cumulative total
2.   Ability to generate daily fee collection report with the following conditions:
a)   Per bank
b)   Per personnel
c)   Per bank and personnel
d)   Per school/Department/Programme/Year of Study/Campus etc.
e)   Per Category for example Tuition, students' union, activity etc
3.   Students fees balance summary (Global)- dash board to display the cumulative outstanding balances.
4.   Students fees balance with the following categorizations:
a)   Per student type i.e SSP/GSSP
b)   Per School Vs Programme
c)   Per Programme Vs Year of study etc.

d)   Per mode of study
5.   Demand letters to students with outstanding fee balances by a defined criterion. The demand letters can be e-mailed to the corporate e-mail accounts of the students.
6.   List of students who have overpaid fees.
7.   Students with zero balance.
8.   Drilling of students' ie. balances with user set criteria e.g students whose balance is greater than KES 10,000/- or any other amount, ageing debtors etc
9.   List of Students who have paid to votes such as Field Trips/ Teaching Practice.
10.   Print exam cards for students who meet the minimum fees balance as may be set by the University.
11.   Student fees collection summary per vote head.
12.   Student fee statements.
13.   Students Fee balance summary per vote head.
14.   Periodic fee collection report e.g. Monthly, Quarterly, Annually etc.
15.   Generate and analyse reports using data analysis tools such as charts, graphs, percentages etc
16.   Ability to produce ad hoc reports.

7.13 FIXED ASSETS MANAGEMENT MODULE
7.13.1 EXPECTED FEATURES
1.   The Assets module should be linked to the related modules i.e. Finance, procurement and stores modules so as to ensure real time updates once changes are made.
2.   The system should support importing of transactions from the excel assets register to the ERP assets module with all the details.
3.   The system should support manual input of assets details.
4.   The system should support inclusion of the various categories of assets.
5.   The system should be linked to staff database/Payroll for ease of capturing staff names correctly
6.   The system should be linked to procurement (store) module to facilitate capture of assets.

7.13.2 EXPECTED REPORTS
1.   The system should allow for customization of reports. i.e. The system should give a list of the various categories of assets, assets per individual staff, assets per department/Section/Unit/Office, location and assets value.
2.   The system should provide a Fixed Assets Register containing all the fields prescribed by the National Treasury Format.
3.   The system should also show reports on date and details of assets acquisition and disposal.
4.   The system should allow for asset enquiry. i.e. with some details of an asset e.g. tag number, one can query the system and get all the other details of the asset.
5.   The system to a capability of calculating depreciation and producing schedules

7.14 BUDGET MODULE

7.14.1 EXPECTED FEATURES
1.   Ability to integrate fully with procurement and the chart of accounts
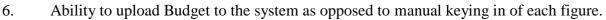2.   Ability to allocate all voucher types to an expenses account when preparing payments.
3.   Ability to post approved budgets to the system at the beginning of the FY
4.   Ability to adjust the budget during budget review.
5.   Have controls to stop processing of LPOs, payment vouchers without sufficient funds in the expenses accounts.

6.   Ability to upload Budget to the system as opposed to manual keying in of each figure.
7.   Ability to separate Commitments and actual payments in each vote.
8.   Ability to allow cancelled commitments for use

7.14.2 EXPECTED REPORTS

1.   Statement of comparison of Budget with the actual expenditure (Variance analysis report showing Allocation, Actual expenditure, Balance and % of utilization).

2.   Budget drill down report for each expenses account showing Allocation, Actual expenditure and Balance.

7.15 Internal and External Part-Timer Lecturers

This submodule is expected to control and manage recruitment and payments to internal and external part timers. The submodule should integrate with the Finance module for payments.

Expected Features

a) Specify the teaching work load and integrate with the approved e.

b) Appointment of part-time Lecturers should emanate from the mother School.

c) Appointment letters specifying the academic year, semester, course code, course title and the hours to be taught.

d) Computation of tax due on processed claims and posting to Accounts Payable module.

e) Transport and accommodation allowance.

f) Honorarium – will be able to calculate based on hours worked as per the University Policy.

Expected Reports

a) Cumulative amounts paid to each Part-Timer.

b) Outstanding claims for Part-Timers by School, Department, Campus, etc.

c) Statement of tax for each Part-Timer for purposes of making tax returns.

PROCEDURE FOR ONLINE JOB CARD PREPARATION AND IMPLEMENTATION FOR IGA - MUTES

1. Request from user Department/ External Client
2. Generation of serial no. from JC001…… (automated to the next number) select option of MUTES or University works) with color coding.
3. Deputy Director approves with direction options **Mechanical** or **Wood** or **Textiles** or **Office** or **Other** (Specify) for action
4. Bill of Quantities (BQ) preparation/ Quotation by Technician
5. User accepts and makes down payment (for External) option two University
6. Options Cash or check-off

7. Approval from Finance/ Payroll
8. Status- options –Purchase of Materials
                          -Work in Progress- Ongoing
                          - Completed – ready for collection
9. Finance Status (Full Payment/ Check-off ongoing- Approval by Finance
10. Delivery- Approval by Deputy Director
11. Delivery Note issued-By In-Charge

SECTION 8 - CATERING DEPARTMENT

8.1 CATERING MODULE/PAY AS YOU EAT

This module should be able to handle all the operations of the catering department starting from the selling of foodstuffs to students and staff for cash, pre-paid and postpaid.

EXPECTED FEATURES

1. Define all the cafeterias, kitchens and other operational units.
2. Daily revenue collections from each unit.
3. Reconcile revenue collections with kitchen stock movements.
4. Use of smart cards for purchasing meals.
5. Online booking for seminars/meetings including the requirements and approvals for meals.
6. Booking Alert.
7. Online approvals.
8. Electronic Point of Sale (ePoS).
9. Creation/registration of members including the photos.
10. The system should be able to **generate barcodes** and **member cards** for all the members eligible to have meals.
11. The barcode technology should support different encoding technologies ranging from simple to complex ones such as ANSI39**, ANSI39X, CODE39, CODE39X,**
12. **CODE128A, CODE128B, CODE128C, and CODE93X**. This gives the users flexibility of deciding which encoding works well for them and which works well with the scanner that will eventually be used.
13. Ability to handle **lost cards** by allowing the users (of the system) to update records (by blocking the serial numbers of lost cards) and provide ways of recreating new ones ensuring that no duplicate is allowed.
14. The system should detect and capture those students/members who may use other people's cards or the stolen cards.
15. Integration with student debtor's management system
16. Sell on cash, pre-paid and post-paid accounts
17. A complete POS that automatically collects cash and calculates change depending on amounts tendered
18. Ability to put portions
19. The system should ensure credit value of members is well handled and secured with relevant reports of all top-ups and member statements.
20. Should allow definition of unlimited number of **categories of members** e.g. students, non-students, etc and gives reliable statistics to enable good planning and budgeting.
21. Ability to define **meals** and their respective costs with option to change the price whenever the need arises.
22. Provide all the required reports and statistics including meals that are selling faster.
23. Incorporate the use of **sound and advanced voice system** that enables ease operation of the system.

24.   Provide **audit trail** (log details) of all sensitive transactions.
25.   All users working with system account for all the entries they make in the system.
26.   Should enable transfer of credits to other members
27.   The system should be enabled to use both smart card technology and barcode technology.
28.   Generation of statements of accounts for members which can be used in case of disputes.
29.   Generate vouchers that will be given to the cook for members to be issued with meals.
30.   The Point-of-sale
31.   Goods procured, issued and those sold should be available e.g. Daily analysis report
32.   Link procurement store to catering sub-store
33.   Link catering sub-store to Production
34.   Link production to point of sell (P.O.S)
35.   online requisition to procurement stores
36.   System to carry forward the stock levels in the P.O.S even when there is change of cashiers
due to shifts.

EXPECTED REPORTS

1.   Sales per day per cashier
2.   Sales per item
3.   Any other reports as per clients" needs.
4.   Monthly summary
5.   Stock level- catering sub-store
6.   Member statements
7.   Productions reports(Daily summary, portion control)
8.   percentage wastage report
9.   Bookings schedule.
10. Stock list analysis.
11. Productions reports(Daily summary, portion control)
12. Percentage wastage report
13. Daily sales report by cafeterias, kitchens and other operational units.
14. And any other report required in the section
15. Customized reports

SECTION 9 - HOSTELS & ACCOMMODATION MANAGEMENT
9.1 HOSTEL MANAGEMENT
The module should be able to manage the different stages in the accommodation process of students. The module should also provide links but not limited to what has been indicated below;

EXPECTED FEATURES

Student Hostel Management
1.   Setup of the system
a)   Capture hostels and their respective capacities
b)   Capture rooms and their respective capacities within the hostels
c)   Capture room rates based on hostel, room and mode of study
d)   Room rates vary based on hostel, number of students sharing, shared amenities mode of sponsorship (KUCCPS and SSP)
e)   Have different options for billing eg Per semester, per academic year, per day
f)   Allow for different users with different rights in the system

g)   Allow online booking of rooms via the portal, online payment via mpesa or any other means and automatic allocation of hostels on payment of fees for current students and prospective students without human interference.

2.   Reservation of rooms by either student or staff

a)   Limit reservations based on ratios of academic year (e.g. 1st year 70% occupancy, etc.)

b)   Limit reservations based on students currently in session only (*link with admissions module*)

c)   Block rooms for persons with disability/ marginalized (*link with admissions module*)

d)   Block rooms for student leaders (*link with student affairs module*)

e)   Block those with disciplinary cases from accessing rooms (*link with admissions module*)

f)   Block reservations to only one reservation per person i.e. using their admission number (*link with web portal so that a student can only book using their account to also eliminate use of wrong admission numbers during booking*)

g)   Automatic billing/invoicing of students on reservations (*link with finance module*)

h)   Payments of reserved rooms to be in the booking process i.e. the process is only complete if the payment has been made and confirmed (*link with finance module on mobile payment options and live updates of the system*)

i)   Reservation of a room should be blocked within that session (session durations can be predetermined e.g. 24 hours) i.e. once I start the booking process, one should not be able to see the slot I have selected until the session is released (not completed). If the session is completed then the slot should appear as reserved and not available

j)   Have the ability to terminate the booking process upon full occupancy of a room and a hostel and send notifications to relevant persons

k)   Send a confirmation email to the student booking

3.   Allocate reserved rooms to students

a)   Allocate hostel items per room/student (chair, table, mattress etc.)

b)   Allow biometric acceptance of the items issued including sign pads.

4.   Manage students in session

a)   Allow students to request for repairs (*link with estates module and platform to follow-up a request while cc to Head of Accommodation*)

b)   Provide complaints/compliments

c)   Provide other requests

d)   Act on requests and provide response and follow-up of requests. On completion of a request, student/originator should be able to confirm if request was completed and provide additional comments.

e)   Enable service level agreements (SLA) to ensure timely attendance to requests and automatic triggers to immediate supervisor if the response time exceeds a set duration

5.   Clear students once semester/session is complete

a)   Allow surrender of allocated items (provide for signing using biometrics)

b)   Capture any damages and/or losses (*forward to DVC(ARSA) for action and link with finance module for surcharge of the discrepancies*)

6.   Close the Academic Year

a)   Lock all the transactions for that year and prevent any alterations to the same

b)   Backup the academic year details for future reference

c) Clear students once semester/session is complete

d) Allow surrender of allocated items (provide for signing using sign pad)

e) Capture any damages and/or losses, non-clearance cases (forward to hostels officer for action and link with finance module for surcharge of the discrepancies

EXPECTED REPORTS

1.   Reservations per hostel per room

2.   Hostel revenue report per student per room per hostel and cumulative
3.   Vacancies per room per hostel
4.   Occupancy Rate
5.   Occupants by Student Type i.e. SSP and KUCCPS
6.   Damages and lost items
7.   Customized reports

9.2 ACCOMMODATION STORES MANAGEMENT

1.   Capture inventory/assets
2.   Capture consumables as issued from main stores (*link with main stores*)
3.   Request of items
4.   Issue items and receive on return stating conditions where necessary (allow sign capture using sign pad)

9.3 ONLINE REPAIR REQUEST

The system to allow users to make request for repairs to estate department

EXPECTED REPORTS

1.   Item movement
2.   Issuance reports
3.   Damages and loss reports
4.   Stock reports

SECTION 10 - ESTATES MODULE

DEPARTMENT OVERVIEW

The department falls under Deputy Vice Chancellor (FP&D) division and is mandated to develop, manage and maintain University's infrastructure with the aim of creating a conducive environment for the University to fulfil its core mandate.

10.1 FACILITIES MANAGEMENT

10.1.1 REPAIRS

EXPECTED FEATURES

1.   Ability for a user to request for repair, give a brief description of the repair request, its location and classify it as either special request or a normal repair. System should give each repair request a unique number.
2.   Ability for Head of Estates (HoE) to assign the request to a Maintenance Officer(s) (MO) and notify the requesting officer that it has been assigned.
3.   Ability for the MO to give feedback to the requesting officer and HoE upon assessment, giving the proposed dates the repair will be carried out and the building the repair is being carried out.

NB. *MO should have ability to check availability of materials in the store (link with Stores module). If not available, the system should prompt procurement process, link with the process for procuring of goods/services, Link with Finance to vote for availability of funds.*

4.   The system should prompt the MO to give feedback within 2 working days from the date of the repair request.
5.   The system should prompt the MO to continue with repair request upon delivery of materials and notify HoE and requesting officer.
6.   The ability for the MO to give feedback upon completion to both HoE and the requesting officer within 2 working days from the set completion date.
7.   The ability for the requesting officer to give feedback to both MO and HoE within 7 working days after notification of completion.

NB: *If no feedback is received within the 7 days, the ticket shall be closed and deemed to have been completed successfully.*

EXPECTED REPORTS

Repair reports

NB. *The HoE should have the ability to filter the information based on dates, year, MO assigned, type of repair and building.*

10.1.2 MAINTENANCE

EXPECTED FEATURES

1.   Ability for the HoE to request for maintenance inputs from Directors, CoDs, Unit Coordinators, HoSs/HoDs in May of every year. The system should prompt the HoE by 5th May of every year.
2.   Ability to view inputs given above.
3.   Ability to prepare and/or upload maintenance schedule as per approved template and seek approval from DVC(FPD) by second week of June.
4.   Upon approval, the system should have the ability to notify assigned MO and relevant Directors, CoDs, Unit Coordinators, HoSs/HoDs.
5.   Ability for the MOs to update status of implementation of each maintenance activity.
Features for outsources maintenance services; -

1.   Ability to schedule for planned maintenance as per service contracts and send notifications to engaged contractors, HoE and assigned MO link with store module for booking of inspection.
2.   Ability generate and upload maintenance job cards, checklist and reports.
3.   Ability to upload payment certificates for approval by the VC and payment by Finance. Send notification to suppliers, HoE and MO upon payment. Ability to view and print previous payment schedules to suppliers.
4.   Ability to notify HoE and assigned MO on expiry of service contracts one month before expiry.

EXPECTED REPORTS

Maintenance reports

NB. The HoE should have the ability to filter the information based on dates, year, MO assigned, maintenance activity and building.

10.1.3 UTILITY BILLS

EXPECTED FEATURES

1. Ability to request for utility bills from service providers through emails.
2. Ability to upload the analysed bills and request for approval of payments by the VC.
3. Ability to feed monthly bill information and consumption data and generate reports (mid-year and end year) of the same.
4. For internal bills, ability to generate bills and send to Tenants, DVC-FPD, Finance through emails and notify HoE on status of payments.

10.1.4 ASSET MANAGEMENT

1. Ability to generate and maintain inventory assets for the department for both movable and immovable assets. Link with DVC-FPD module on house allocation.
2. Ability to upload/generate reports and forward to DVC-FPD for approval.
3. Ability to notify procurement on need for disposal of obsolete assets. (link with procurement module on disposal of assets).

10.2 CONSTRUCTION OF NEW PROJECTS.

EXPECTED FEATURES

1. Ability to create a project data comprising the following; -

S/No.	Description
1.	Project Name
2.	Project Number/tender no.
3.	Project Description
4.	Contract Sum
5.	Performance Bond (To notify the project team 1 month before expiry)
6.	Commencement Date
7.	Intended completion Date

8.	Project Consultants ● Project Manager ● Project Architect ● Project Quantity surveyor ● Structural Engineer ● Electrical Engineer ● Mechanical Engineer ● Clerk of works ● Others
9.	Contractors ● Main contractor ● Electrical sub-contractor ● Mechanical sub-contractor ● others

2.   Ability to classify project type; - in-house managed, contracted in-house managed and contracted projects.

3.   Ability to upload designs, details and cost estimates to DVC(FPD) for review and forwarding to VC for approval.

4.   Get a notification for the approval or otherwise. In the event its approved, prompt the HoE to send tender document to Procurement department for tendering.

5.   In the event it's not approved, the process shall start again.

6.   Get notification for engagement of contractors and/or consultants and prompt for site handing over.

7.   Ability for the HoE to nominate/recommend a project clerk of works to DVC(FPD) for approval. Notify the clerk of works and HoE upon approval.

8.   Ability to schedule site meetings, inspections, milestones and send notifications to project team members.

9.   Ability to upload reports and circulate to project team members through emails.

10.   Ability to upload valuations and payment certificates for approval by the VC and payment by Finance. Send notification to contractor, HoE and Project Manager upon payment. Ability to view and print previous payment schedules to contractors.

11.   Ability to generate payment certificates, practical completion certificates, certificate of making good defects. Ability to print and upload the certificates.

12.   Ability to prompt for capitalization/removal of the project from work in progress.

13.   The system should ensure that the information/attached project details are read-only and are not editable.

14.   The system should automatically deactivate the contractor's project account in the contractors'/suppliers' portal

EXPECTED REPORTS

1.   Practical completion certificate.
2.   Certificate of making good defects.
3.   Payment certificates
4.   Project progress reports

SECTION 11 - TRANSPORT DEPARTMENT SPECIFICATIONS
The transport management module aims at

A. <u>Core Functionalities</u>

1. **Fleet Management**

   i)   Real-time vehicle tracking (GPS-enabled).

   ii) Maintenance schedules and reminders.

   iii) Vehicle utilization monitoring.

   iv) Driver assignment and performance tracking.

2. Trip Management

   i)   Automated scheduling and route optimization.

   ii) Approval workflows for trip requests.

   iii) Trip cost estimation and budget tracking.

   iv) Notifications and reminders for upcoming trips.

3. Fuel Management

   i)   Integration with fuel card systems or fuel providers.

   ii) Fuel consumption analysis and reporting.

   iii) Alerts for unusual fuel usage patterns.

4. Reporting and Analytics

   i)   Customizable dashboards for KPIs (e.g., utilization rate, fuel costs).

ii) Trip history logs and summaries.

iii) Maintenance cost analysis.

iv) Environmental impact reports (e.g., CO2 emissions tracking).

5. Compliance Management

i) Integration of transport policies (e.g., QMS procedures).

ii) Documentation management (licenses, insurance, permits).

iii) Automated alerts for renewals and expirations.

B. User Access Levels

1. Admin Access

✓ Full control over the system configuration and data.

2. Staff Access

✓ Submit trip requests, view schedules, and track trip statuses.

3. Driver Access

✓ Access assigned schedules and report trip status.

C. Integration Capabilities

1. Financial Systems

✓ Integration with the university's financial software for budget tracking.

2. HR System

✓ Sync driver and staff profiles for seamless communication.

3. Student Management System

✓ Link student transport requirements for events, trips services.

4. Scalability and Customization

✓ Ability to scale for additional vehicles or increased transport needs.

✓ Customizable features to align with unique university policies and requirements.

5. Mobile and Web Access

✓ Mobile app for drivers and staff to access real-time updates.

✓ Cloud-based platform for anywhere, anytime access.

6. Security and Data Privacy

✓ Role-based access control.

✓ Encrypted communication and data storage.

7. Vendor Support and Maintenance

✓ Training for staff during implementation.

✓ 24/7 technical support.

✓ Regular software updates and patches.

EXPECTED FEATURES
1. The system should be able register all details of the University Vehicles;
a) Vehicle model and year of manufacture
b) Capacity
c) Insurance details - date of commence and expiring
d) Tyres (serial numbers)
e) The system should be able to create a work ticket for each vehicle
f) The system should be able to create an account for each driver and a driver should be able to be linked to a particular vehicle.
2. Each driver should be able to be assigned a vehicle and once his duty has ended he signs out by filling in the work ticket thus making the vehicle available.
3. The module should be able to provide yearly duty rota for the drivers and also a safari rota
4. The system should be able to monitor fuel consumption, that is kilometres done per litre on each vehicle and be able to arrest any anomalies
5. The system should be able to generate monthly service repair analysis
6. The system should also manage fuel card for each vehicle and alert/prompt for topping up when almost deprived.
7. At the inception of a journey staff member after confirming the relevance of the journey and getting approval, the next step should be to log on to the transport portal to confirm the availability of the vehicle (capacity) on the date and time and duration its intended to be in use.
8. A user will then fill in a transport requisition form. The form will be indexed and numbered.
9. Once filled in the form will go to HOD/HOS for approval which will be forwarded to Registrar for final approval.
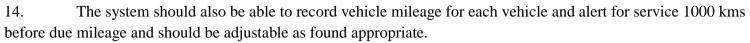10. Once the registrar has approved, the approval will be forwarded to head of transport.
11. Head of transport will allocate a vehicle and driver to the request and then send it back to the owner of the request.
12. The request will also be copied to Head of Finance to process per diem allowance for allocated driver.
13. The vehicle will then be added to the duty rota which organizes all vehicles and drivers.

14. The system should also be able to record vehicle mileage for each vehicle and alert for service 1000 kms before due mileage and should be adjustable as found appropriate.
15. Be able to analyse monthly fuel consumption, and give comprehensive monthly service cost analysis for each vehicle.
16. To also give monthly repair cost analysis for each vehicle.
17. To be able to show transport requisitions done weekly.
18. To be able to make a duty rota
19. To be able to make a safari rota - especially on out of the county assignment
20. to make a safari rota - especially on out of the county assignment

EXPECTED REPORTS
1. Registered vehicles and all their details.
2. Registered drivers and their work flow.
3. Work tickets for each vehicles.
4. Duty rota weekly, monthly and yearly.
5. Fuel card reports.
6. Transport requisition forms. View status.
7. Available vehicles and booked vehicles and drivers.
8. Mileage reports for each vehicles.
9. Fuel consumption reports for each vehicle (as per sample).
10. Service and repair analysis done and cost analysis of all repairs (as per sample).
11. View safari rota and duty rota.

SECTION 12 - LIBRARY
Department Overview
Library services that is reprographics, issuance, laptop verification, student registration

EXPECTED FEATURES
12.1   REPROGRAPHICS
Self-printing, scanning and copying
a) Create an account
b) Select service from menu
c) Pay for service from the items selected
d) Print, scan and photocopy

Payment must be done before printing

12.2   BOOK ACQUISITION
1. Library to send out request to lecturers and students requesting them to suggest books. Must include Programe, unit code and title, author, date of publication, publisher, ISBN and price
2. Lecturers to suggest books and send suggest items to the library
3. Library to confirm the correctness of the entries and insert the price
4. Library send the revised list to CoD for approval.
5. CoDS send the list to the library
6. Library sends the list to Registrar, DVC for approval

12.3   BOOKING OF RESEARCH ROOMS

1. Log in with University mail
2. Click on the room you wish to book a space
3. Refine the search for rooms which available
4. The maximum booking duration is 3 hours at a time
5. Ability to make 2 bookings a day, 5 bookings a week and 10 bookings a month
6. Limit to 2 bookings a day, 5 bookings a week and 10 bookings a month
7. Limit to; rooms can be booked for up to 28 days in advance. Bookers limited to see the calendar beyond that time, but won't be able to make a booking
8. The researcher to select the date, room, duration and time for booking
9. Library approval
10. Confirmation
11. Once a booking has been made successfully, you will see the confirmation details on screen and an email will be sent to the email account containing your booking details.
12. Students registration; Ability to **import** new student data and photo from the ERP and **export** it to Koha
13. Self-Laptop verification; Ability to check in and out laptop at entrance to confirm ownership verification
14. Book security; Ability to detect books that are not dully issued through Koha as the student leave the library.

12.4   INTEGRATION WITH EXISTING KOHA LIBRARY SYSTEM

Library Management Systems Koha
a) Module to get Staff Data to into Library system
b) Module to get Student data into Library system
c) Finance Module to capture all fines payable by Library patrons
Off-Campus access to eresources-RemoteXs
a) Module to get Staff Data to into Library system
b) Module to get Student data into Library system
Other Areas of Integration
a) Financial Integration:
Library should be able to monitor and generate budgetary expenditure report from the library and monies generated from IGU.
b) Procurement and Acquisitions
Streamline the procurement process by linking the library's acquisitions system with the ERP's procurement module. This helps in efficient purchasing of library books and other materials.
c) Asset inventory:
To include the library asset inventory into the ERP. This will help in updating the Library inventory such as computers, furniture, equipment, excluding books).

EXPECTED REPORTS
Monthly Reports

OTHER FEATURES
1. Ability to self-print
2. Ability to self-book research rooms
3. Ability to facilitate book acquisition process

4. Ability to **import** data from ERP and **export** to Koha
5. Ability to track student's/staff laptop getting in and out of the library
6. Ability to detect books/materials getting out of the library not having been issued

SECTION 13 – PUBLIC RELATIONS AND CORPORATE AFFAIRS MODULE

The public relations and Corporate Affairs Office is responsible for corporate communications – internal and external, government relations, public affairs, community relations and stakeholder relations. The office is responsible for managing the stakeholder landscape of the University. The Public Relations Office helps to tell Murang'a University of Technology story through communication, publicity and marketing strategies that help promote the vision, mission, programmes, activities and the unique experience one will find at the University.

As the image and brand promoter of the University, the Office charts strategic pathways for cultivating and building an internal and external foundation of goodwill and positive image for the University in line with the University's vision and mission. The staffing comprises of creative and innovative administrative officers, media professional, editorial staff, public relations and communication staff working in the following areas:

1. Corporate Social Responsibility
2. Corporate Branding
3. Corporate Communication, updating information about the institution
4. Public Relations – Reception and courtesy, guided tours
5. Media Relations
6. Public and Marketing
7. Design and Publications
8. Production of branded material, brochures,
9. Production of newsletter and magazines, news gathering, writing and editing
10. Photographic services/Video/Documentary production
11. Protocol, corporate events coordination and management
12. Organizing and participating in Exhibitions, careers fairs
13. Managing the University official social media channels
14. Corporate policies development and implementation
15. Website publications, update of news and other pictorial content on the
16. University's website.

The proposed Corporate Affairs modules will include:

13.1 MEETING DASHBOARD – Eboard
EXPECTED FEATURES
1. Ability to have centralized meeting-related information, including schedules, venues, agendas, attendees, and meeting minutes.
2. Easily send invites and schedule one-time or multi-day meetings with just a click.
3. Digital Signature – Ability to Affix your signature and initials on documents instantly. Or sign with your preferred local signature provider for compliance.
4. Voting & Resolutions – Ability to Vote anytime, anywhere. Track all decisions through a central dashboard.
5. Ability to sync with individual calendar.
6. Ability to avoid double – invite
7. Eboard Meeting Dashboard for Council, Senate, Deans, School Board, Departmental Boards
8. Centralized Documents Repository of documents.
9. Create insightful business reports based on tasks, board packs, meetings, and polls.

10. Have provision to Leverage AI to enhance decision-making, analyze text efficiently, and automate summarize document, meetings and board packs.
11. Ability to manage meetings and meeting rooms.
12. Ability to integrate with other systems

13.2 BOARDROOM RESERVATIONS
EXPECTED FEATURES
1. Simplify the booking process for employees, hence reducing administrative burden and saves time.
2. Prevention of double bookings and conflicts in boardroom reservations.
3. Notification and Reminders: send automated reminders to both the booking party and the room administrator, reducing no-shows and increasing accountability.

13.3 TRANSPORT REQUISITION
EXPECTED FEATURES
Allow requests to be submitted and approved electronically.

13.4 WEBSITE UPLOADING REQUEST
EXPECTED FEATURES
1. Streamline the website uploading request process, ensuring all content undergoes the necessary review and approval steps before going live.
2. Allowing the office to track changes, collaborate effectively, and revert to previous versions if needed.
3. Ensuring necessary approval and procedures are adhered to.
4. Ability to enforce access controls and permissions for website uploading, ensuring that only authorized personnel can publish content.

13.5 GRAPHIC DESIGN REQUEST MODULE
EXPECTED FEATURES
1. Ability to receive content for design and layout.
2. Ability to know the necessary approvals: - Registrar or Source Department/School
3. Allocation of designers
4. Tracking the progress of the designs.

13.6 FLASHLIGHT MANAGEMENT REQUEST MODULE
EXPECTED FEATURES
1. Ability to upload multiple articles
2. Ability to upload images that accompany the articles
3. Ability to easily track reviewed articles
4. Allow the secretariat to see the number of articles uploaded
5. Allows the secretariat to know the reviewed articles
6. Allocations of designers to a task
7. Tracking the progress of the designs

EXPECTED REPORTS

Meeting Dashboard
1. Meeting Schedules: Reports displaying upcoming meetings, their dates, times, and locations.

2.   Meeting Room Utilization: Reports on the usage of meeting rooms and their availability.
3.   Meeting duration: Reports on the duration taken in the meetings.

Boardroom Reservations:
1.   Boardroom Booking Status: Reports displaying the current status of boardroom reservations (booked, available, etc.).
2.   Boardroom Utilization: Reports showing the occupancy rates and usage patterns of boardrooms.
3.   Boardroom Reservation History: Reports providing historical data on boardroom bookings.
4.   Boardroom Conflict Resolution: Reports identifying any conflicts or double bookings in boardroom reservations.
5.   Boardroom Booking Trends: Reports illustrating booking trends over specific periods (e.g., months, quarters).

Transport Requisition
1.   Transport Requests: Reports listing all submitted transport requisitions, including request details and dates.
2.   Transport Approval Status: Reports indicating the approval status of each transport request.
3.   Transport Expense Reports: Summaries of transport-related expenses, categorized by date or purpose**.**

Website Uploading Request
1.   Website Performance: Reports with analytics on website traffic, page views, and user engagement after content uploads.
2.   Content Upload Tracking: Reports tracking the progress of each content upload request through approval workflows.

Graphic Design Request Module
Quarterly Design and Layout reports

Flashlight Management Request Module
Submitted and not submitted reports

SECTION 14 - DIRECTORATE OF QUALITY ASSURANCE AND PERFORMANCE MANAGEMENT (QAPM)

Directorate's Overview:

The Directorate of Quality Assurance and Performance Management (QA&PM) is dedicated to fostering academic excellence in the university. The Directorate oversees the development implementation, and monitoring of quality standards across the teaching and learning functions. Additionally, the directorate manages feedback from student and staff, monitors academic processes, such as lecture delivery and examinations and supports curriculum development and review processes. QA&PM promotes a culture of continuous improvement aligned with the university's strategic goals.

Directorate's Activities/ Processes :

1) Monitoring of lecture take-off at the beginning of every semester.
2) Sensitizing staff on teaching and examination processes in the University.
3) Mid- Semester evaluation of lecture delivery(Meeting with class-reps).
4) Annual Pedagogy Training workshop.
5) End of semester course evaluation.
6) Monitoring of Examinations (End of semester exams).
7) Monitoring of CATs
8) End of course exit / Customer satisfaction survey.
9) Post- Graduation surveys /Graduate Tracer Studies

1. <u>MONITORING OF LECTURE TAKE-OFF (Physical Classes)</u>

The system should:

i.   Have a provision for mobile-enabled data entry (By QA officers & School administrators).
ii.   Have the ability to capture data in an offline mode.
iii. Auto populate from the University Timetable/ Allow a pre-upload of units and venues for ease during data collection).
iv.   Provide automated alerts for non-compliance - (Alerts CoD, & QA office).

Parameters to be captured:

i.   Venue
ii.   Unit code
iii. Unit name (Auto-populate when unit code is keyed in)
iv.   Mode of teaching the Unit- Physical/ Virtual
v. Expected Students' Attendance - No. of students expected in the class
vi.   Actual Students' Attendance range- (Students Present, {ranges<10, 10-<50, 50 - <100, Above 100}, None)
vii. Lecturer's name(Auto-populate when unit code is keyed in)
viii. Lecturer's attendance (Lecturer Present; Lecturer Absent)
ix.   Scheduled class time (Autopopulate from Timetable)
x. Actual Class time
xi.   Comment section.. Additional comments / reason for non- compliance

2. <u>MONITORING OF LECTURE TAKE-OFF (Virtual Classes)</u>
The system should:

i. Virtual to be linked to LMS, (Auto-populate details when lecturer logs in)
ii. Show details- (Auto populated) Unit name/ code/ lecturer name
iii. Duration of lecture(Virtual classes)- Auto populate

iv. Number of students present- Virtual class

3. MID-SEMESTER EVALUATION OF LECTURE DELIVERY(CLASS-REPS MEETING).

The system should:
i. Have a provision for mobile-enabled data entry .
ii. Have the ability to capture data in an offline mode.
iii. Have a provision to schedule meetings with class representatives/Automated reminders to class reps.
iv. Track attendance by the class-representatives
v. Provide a platform for sharing agenda.
vi. Data collection tool either embedded , or provide a platform for collecting feedback.(for closed- ended questions , and open ended feedback.)
vii. Feedback should be visible to QA for analysis
viii. Provide a reporting template showing:
    a. Participation rates
    b. Students feedback
    c. Actionable items for follow-up.

Parameters to be captured:

i. Meeting date.
ii. Time.
iii. Class reps' details : Name, Program and level(eg BIT YR2SEM1); Reg. No, Telephone   Contact, Email address)
iv. Attendance.
v. Survey Questions (embedded)
vi. Feedback

        a)Actionable items
        b)Follow-up loop- Visible to students with action taken, Input by QA, Visible to students, Dean of Students, Registrar(ARSA)

4. COURSE EVALUATION (END OF SEMESTER)

The system should:
i. Be accessible to students, lecturers, and QA officers (at different roles/ levels)
ii. Have a provision for mobile-enabled data entry .
iii. Have the ability to capture data in an offline mode.
iv. Provide automated reminders to students to participate.
v. Provide automated reminders to CoDS, Deans and Lecturers
vi. Provide an online and offline modules for analyzing feedback.
vii. Provide a reporting template showing:
    a. Participation rates
    b. Students feedback
    c. Actionable items for follow-up.

Parameters to be captured:

i. Date./ Semester/ Academic Year

ii. Survey Instrument (Questions embedded in the system)
iii. Course Unit title
iv. Course Unit name(auto populate with Unit code input),
v. Number of students taking the Unit
vi. Lecturer name (auto populate with Unit code input)),
vii. Institutional email(Auto populate with Lecturer's name)
viii. Survey questions (Including one Qualitative Question)
ix. Response rates per Unit (Visible to lecturers, CoDs, Dean of School - % of total students taking the course unit),
x. Feedback scores per question (Visible to QA),
xi. Feedback template per lecturer- Showing average score per question
   (Auto signed by QAPM, Copies automatically sent to lecturer email, copies to CoD)

5. <u>MONITORING OF EXAMINATIONS (END OF SEMESTER EXAMS).</u>

The system should:
i. Be accessible to DVC(ARSA), Registrar(ARSA), University Examination officer, Dean, CoD, QA office (all at different roles/ levels)
ii. Have a provision for mobile-enabled data entry .- (By QA office, CoDs)
iii. Have the ability to capture data in an offline mode.
iv. Provide an online and offline modules for analyzing feedback.

Parameters to be captured:

i. Show the examination venues as assigned (auto populate from examination timetable)
ii. Have a schedule with assigned invigilators (auto populate from examination timetable)
iii. Have a provision for mobile-enabled data entry .
iv. Have the ability to capture data in an offline mode.
v. Examination time:- Expected Start and End time, - Auto filled from the timetable
vi. Actual Exam start time(Check box with options, within 10 minutes, 10-<30 minutes, more than 30 minutes)
vii. Invigilators present #Number -(1,2,3,4,5,6,7,8,9,10) Allow input/Check box
viii. Provide a digital platform for QA officers to record observations/ incidences during exam administration.

6. <u>MONITORING OF CATs (3 CONTINOUS ASSESSMENTS).</u>

The system should:
i. Be accessible to CoD, Dean and QA office (at different roles/ levels)
ii. Have a provision for mobile-enabled data entry .- (By the course Lecturer)
iii. Have the ability to capture data in an offline mode.
iv. Provide an online and offline modules for analyzing feedback.

Parameters to be captured:
i. The date and Venue

ii. Show the unit code, unit name (auto-populate when unit code is keyed in)

iii. Lecturer(Auto populate from the timetable)

iv. Number of students present

v. Number of Invigilators present

vi. Lecturer's comment section

vii.

7. <u>END OF COURSE EXIT / CUSTOMER SATISFACTION SURVEY.</u>

The system should:
i. Be accessible to graduating students,
ii. Have a provision for mobile-enabled data entry .
iii. Have the ability to capture data in an offline mode.
iv. Provide automated reminders to graduating students to participate.
v. Be linked to graduating class/ prerequisite to picking the gown
vi. Provide an online and offline modules for analyzing feedback.
vii. Provide a reporting template showing:
    a) Participation rates
    b) Students feedback
    c) Actionable items for follow-up.

Parameters to be captured:

i. Survey Instrument (Questions embedded in the system)
ii. Institutional email(Auto populate with Lecturer's name)
iii. Feedback scores, auto nalyzed per question (Visible to QA)

EXPECTED REPORTS(Annexed , 1-6)

ANNEXURE 1: <u>REPORT TEMPLATE FOR LECTURE TAKE-OFF (PHYSICAL CLASSES)</u>
KEY:
➢ Attended: Both lecturer and students were present in the lecture venue.
➢ No Lecturer: Students were present but lecturer was absent in the lecture venue.
➢ Not Attended: Both lecturer and students were absent in the lecture venue.
➢ No Students: Lecturer was present but students were absent in the lecture venue.

<u>TABLE 1: SUMMARY OF DAILY LECTURE ATTENDANCE - PHYSICAL CLASSES (BY DATE)</u>

S.No	Date	Total Expected	Attended	No Lecturer	No Students	Not Attended
	9/9/2025		***%	***%	***%	***%
	10/9/2025		***%	***%	***%	***%
	11/9/2025		***%	***%	***%	***%
	12/9/2025		***%	***%	***%	***%
	13/9/2025		***%	***%	***%	***%
	16/9/2025		***%	***%	***%	***%
	17/9/2025		***%	***%	***%	***%
	18/9/2025		***%	***%	***%	***%
	19/9/2025		***%	***%	***%	***%
	20/9/2025		***%	***%	***%	***%

TABLE 2: OVERALL MEAN SUMMARY OF PHYSICAL CLASSES LECTURE TAKE-0FF (PER WEEK, PER LEVEL) -IF POSSIBLE, SHOULD BE ONE LIVE TABLE - GROWING BY THE DAY)

Department ….. School……..	Total Expected	PhD	Masters	Undergraduate	Diploma
Agriculture		***%	***%	***%	***%
Building &Civil Engineering		***%	***%	***%	***%
Commerce		***%	***%	***%	***%
Computer Science		***%	***%	***%	***%
Education &Technology		***%	***%	***%	***%
Electrical and Electronics En		***%	***%	***%	***%
Health Sciences		***%	***%	***%	***%
Hospitality Tour &Travel		***%	***%	***%	***%
Humanities		***%	***%	***%	***%
Human Resource		***%	***%	***%	***%
Information Technology		***%	***%	***%	***%
Maths &Actuarial Sciences		***%	***%	***%	***%
Mechanical Engineering		***%	***%	***%	***%
Physical and Biological Scien		***%	***%	***%	***%
Social Sciences		***%	***%	***%	***%
Mean		88.59%	1.00%	8.70%	1.71%

TABLE 3: MEAN SUMMARY OF PHYSICAL CLASSES LECTURE TAKE-OFF PER DEPARTMENT : WEEK ONE

Department ….. School……..	Total Expected	Attended	Not Attended	No Lecturer	No Students
Agriculture		***%	***%	***%	***%
Building &Civil Engineering		***%	***%	***%	***%
Commerce		***%	***%	***%	***%
Computer Science		***%	***%	***%	***%
Education &Technology		***%	***%	***%	***%
Electrical and Electronics En		***%	***%	***%	***%
Health Sciences		***%	***%	***%	***%
Hospitality Tour &Travel		***%	***%	***%	***%
Humanities		***%	***%	***%	***%
Human Resource		***%	***%	***%	***%
Information Technology		***%	***%	***%	***%
Maths &Actuarial Sciences		***%	***%	***%	***%
Mechanical Engineering		***%	***%	***%	***%
Physical and Biological Scien		***%	***%	***%	***%
Social Sciences		***%	***%	***%	***%
Mean		88.59%	1.00%	8.70%	1.71%

TABLE 4: : MEAN SUMMARY OF PHYSICAL CLASSES LECTURE TAKE-OFF PER DEPARTMENT : WEEK TWO

Department ….. School……..	Total Expected	Attended	Not Attended	No Lecturer	No Students
Agriculture		***%	***%	***%	***%
Building &Civil Engineering		***%	***%	***%	***%
Commerce		***%	***%	***%	***%
Computer Science		***%	***%	***%	***%
Education &Technology		***%	***%	***%	***%
Electrical and Electronics En		***%	***%	***%	***%
Health Sciences		***%	***%	***%	***%
Hospitality Tour &Travel		***%	***%	***%	***%
Humanities		***%	***%	***%	***%
Human Resource		***%	***%	***%	***%
Information Technology		***%	***%	***%	***%
Maths &Actuarial Sciences		***%	***%	***%	***%
Mechanical Engineering		***%	***%	***%	***%
Physical and Biological Scien		***%	***%	***%	***%
Social Sciences		***%	***%	***%	***%
Mean		88.59%	1.00%	8.70%	1.71%

TABLE 5: OVERALL MEAN SUMMARY OF PHYSICAL CLASSES LECTURE TAKEOFF PER DEPARTMENT FOR THE FIRST TWO WEEKS (% OF TOTAL TIME TABLED)

Department…… School……..	Total Expected	Week one	Week two
Agriculture		***%	***%
Building &Civil Engineering		***%	***%
Commerce		***%	***%
Computer Science		***%	***%
Education &Technology		***%	***%
Electrical and Electronics En		***%	***%
Health Sciences		***%	***%
Hospitality Tour &Travel		***%	***%
Humanities		***%	***%
Human Resource		***%	***%
Information Technology		***%	***%
Maths &Actuarial Sciences		***%	***%
Mechanical Engineering		***%	***%
Physical and Biological Scien		***%	***%
Social Sciences		***%	***%
Mean		88.59%	1.00%

ANNEXURE 2: REPORT TEMPLATE FOR LECTURE TAKE-OFF (VIRTUAL CLASSES)

TABLE 1: SUMMARY OF DAILY LECTURE ATTENDANCE - VIRTUAL CLASSES

S.No	Date	Total expected (per timetable)	Taught	Not taught
	9/9/2025		***%	***%
	10/9/2025		***%	***%
	11/9/2025		***%	***%
	12/9/2025		***%	***%
	13/9/2025		***%	***%
	16/9/2025		***%	***%
	17/9/2025		***%	***%
	18/9/2025		***%	***%
	19/9/2025		***%	***%
	20/9/2025		***%	***%

TABLE 2: MEAN SUMMARY OF VIRTUAL LECTURE TAKE-OFF PER DEPARTMENT : WEEK ONE

Department	Total expected (per timetable)	Taught	Not taught
Agriculture		***%	***%
Building &Civil Engineering		***%	***%
Commerce		***%	***%
Computer Science		***%	***%
Education &Technology		***%	***%
Electrical and Electronics En		***%	***%
Health Sciences		***%	***%
Hospitality Tour &Travel		***%	***%
Humanities		***%	***%
Human Resource		***%	***%
Information Technology		***%	***%
Maths &Actuarial Sciences		***%	***%
Mechanical Engineering		***%	***%
Physical and Biological Scien		***%	***%
Social Sciences		***%	***%
Mean		88.59%	1.00%

TABLE 3: MEAN SUMMARY OF VIRTUAL CLASSES LECTURE TAKE-OFF WEEK TWO

Department….. School……..	Total expected (per timetable)	Taught	Not taught
Agriculture		***%	***%
Building &Civil Engineering		***%	***%
Commerce		***%	***%
Computer Science		***%	***%
Education &Technology		***%	***%
Electrical and Electronics En		***%	***%
Health Sciences		***%	***%
Hospitality Tour &Travel		***%	***%
Humanities		***%	***%
Human Resource		***%	***%
Information Technology		***%	***%
Maths &Actuarial Sciences		***%	***%
Mechanical Engineering		***%	***%
Physical and Biological Scien		***%	***%
Social Sciences		***%	***%
Mean		88.59%	1.00%

ANNEXURE 3: <u>REPORT TEMPLATE FOR THE MID-SEMESTER EVALUATION OF LECTURE DELIVERY(CLASS-REPS MEETING).</u>

TABLE 1: ATTENDANCE BY CLASSREPS PER DEPARTMENT

Department….. School…….	No. of Programs Total Expected/	Class reps present	% attendance
Agriculture		***%	***%
Building &Civil Engineering		***%	***%
Commerce		***%	***%
Computer Science		***%	***%
Education &Technology		***%	***%
Electrical and Electronics En		***%	***%
Health Sciences		***%	***%
Hospitality Tour &Travel		***%	***%
Humanities		***%	***%
Human Resource		***%	***%
Information Technology		***%	***%
Maths &Actuarial Sciences		***%	***%
Mechanical Engineering		***%	***%
Physical and Biological Scien		***%	***%
Social Sciences		***%	***%
Mean		88.59%	1.00%

TABLE 2: SUMMARY SCORES OF RESPONSES ON INDIVIDUAL ITEM

S/No.	Closed ended Question	5	4	3	2	1
1		**%	**%	**%	**%	**%
2		**%	**%	**%	**%	**%
3		**%	**%	**%	**%	**%
4		**%	**%	**%	**%	**%
5		**%	**%	**%	**%	**%
6		**%	**%	**%	**%	**%
7		**%	**%	**%	**%	**%
8		**%	**%	**%	**%	**%
9		**%	**%	**%	**%	**%
10		**%	**%	**%	**%	**%
11		**%	**%	**%	**%	**%
12		**%	**%	**%	**%	**%
Overall average score		88%	76%	90%	67%	55%
Overall Average of the process		89%				

Scores for each individual process are expressed as percentages using the following formula;

$$\frac{Sum\ of\ all\ ratings\ per\ process}{Sum\ of\ all\ expected\ ratings\ per\ process} \times 100$$

ANNEXURE 4: REPORT TEMPLATE FOR COURSE EVALUATION ACTIVITY(PER SEM).

TABLE 1: RESPONSES PER DEPARTMENT FOR (1ST/ 2ND) SEM ACADEMIC YEAR…….

DEPARTMENT… School….	**Total number of units in the dept/ semester**	Units with % RESPONSE					
		Below 30%	30% - Below 40%	40% - Below 50%	50% - Below 60%	60% - Below 70%	Above 70%
Agriculture	********	**	**	**	**	**	**
Building &Civil Engineering	********	**	**	**	**	**	**
Commerce	********	**	**	**	**	**	**
Computer Science	********	**	**	**	**	**	**
Education & Technology	********	**	**	**	**	**	**
Electrical and Electronics En	********	**	**	**	**	**	**
Health Sciences	********	**	**	**	**	**	**
Hospitality Tour &Travel	********	**	**	**	**	**	**
Humanities	********	**	**	**	**	**	**
Human Resource	********	**	**	**	**	**	**
Information Technology	********	**	**	**	**	**	**
Maths &Actuarial Sciences	********	**	**	**	**	**	**
Mechanical Engineering	********	**	**	**	**	**	**
Physical and Biological Scien	********	**	**	**	**	**	**
Social Sciences	********	**	**	**	**	**	**
Mean							
TOTAL	**2745**	50	145	450	600	700	1000
SEM XXX 202x/202x AY	**100%**	5%	16%	25%	28%	45%	54%

TABLE 2: SUMMARY OF LECTURERS' SCORES RATING PER DEPARTMENT FOR (1ST/ 2ND) SEM ACADEMIC YEAR……

DEPARTMENT… School….	Total number of Lecturers in Dept/Sem	% OF LECTURERS RATED AT:					
		Below 50%	50% - Below 60%	60% - Below 70%	70% - Below 80%	80% - Below 90%	Above 90%
Agriculture	****	**	**	**	**	**	**
Building &Civil Engineering	****	**	**	**	**	**	**
Commerce	****	**	**	**	**	**	**
Computer Science	****	**	**	**	**	**	**
Education & Technology	****	**	**	**	**	**	**
Electrical and Electronics En	****	**	**	**	**	**	**
Health Sciences	****	**	**	**	**	**	**
Hospitality Tour &Travel	****	**	**	**	**	**	**
Humanities	****	**	**	**	**	**	**
Human Resource	****	**	**	**	**	**	**
Information Technology	****	**	**	**	**	**	**
Maths &Actuarial Sciences	****	**	**	**	**	**	**
Mechanical Engineering	****	**	**	**	**	**	**
Physical and Biological Scien	****	**	**	**	**	**	**
Social Sciences	****	**	**	**	**	**	**
Mean							
TOTAL	**400**	3	17	120	140	70	50
SEM XXX 202x/202x AY	**100%**	x%	x%	x%	x%	x%	x%

TABLE 3: AVERAGE SCORES FOR EACH PARAMETER/ QUESTION PER DEPARTMENT DURING THE COURSE EVALUATION EXERCISE FOR SEM XXX ACADEMIC YEAR……
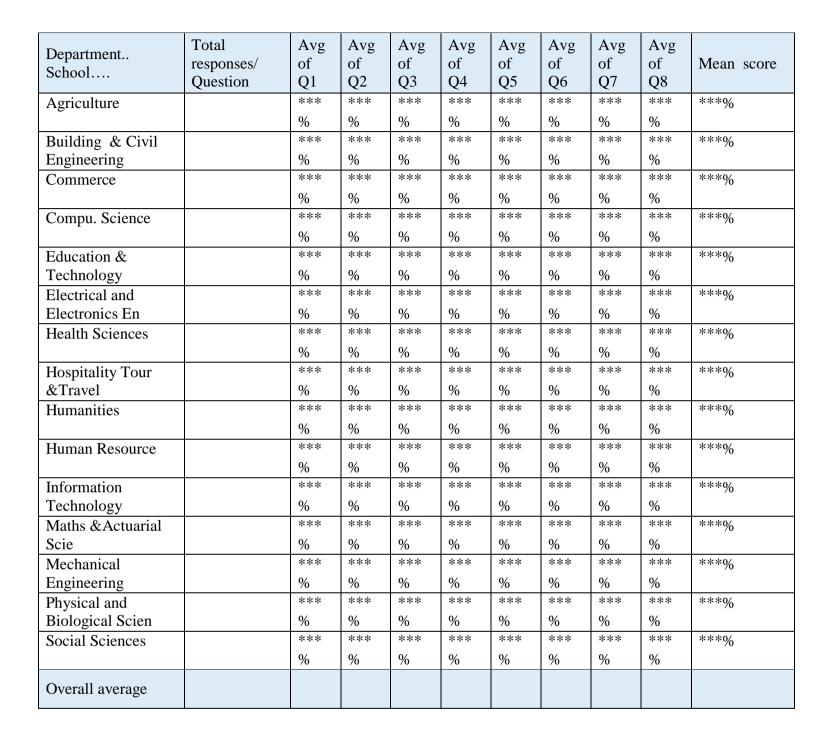
Department.. School….	Total responses/ Question	Avg of Q1	Avg of Q2	Avg of Q3	Avg of Q4	Avg of Q5	Avg of Q6	Avg of Q7	Avg of Q8	Mean score
Agriculture		***%	***%	***%	***%	***%	***%	***%	***%	***%
Building & Civil Engineering		***%	***%	***%	***%	***%	***%	***%	***%	***%
Commerce		***%	***%	***%	***%	***%	***%	***%	***%	***%
Compu. Science		***%	***%	***%	***%	***%	***%	***%	***%	***%
Education & Technology		***%	***%	***%	***%	***%	***%	***%	***%	***%
Electrical and Electronics En		***%	***%	***%	***%	***%	***%	***%	***%	***%
Health Sciences		***%	***%	***%	***%	***%	***%	***%	***%	***%
Hospitality Tour &Travel		***%	***%	***%	***%	***%	***%	***%	***%	***%
Humanities		***%	***%	***%	***%	***%	***%	***%	***%	***%
Human Resource		***%	***%	***%	***%	***%	***%	***%	***%	***%
Information Technology		***%	***%	***%	***%	***%	***%	***%	***%	***%
Maths &Actuarial Scie		***%	***%	***%	***%	***%	***%	***%	***%	***%
Mechanical Engineering		***%	***%	***%	***%	***%	***%	***%	***%	***%
Physical and Biological Scien		***%	***%	***%	***%	***%	***%	***%	***%	***%
Social Sciences		***%	***%	***%	***%	***%	***%	***%	***%	***%
Overall average										

TABLE 4: AC YEAR… SEM…. SCORES FOR (DEPARTMENT…….) PER UNIT
(THE SCORES ARE PRESENTED FOR EACH DEPARTMENT, FOR ALL UNITS TAUGHT IN THE SEMESTER BY EACH LECTURER)

Unit code	Unit Name	Unit Lecturer	Responses		Average Score per Question								Mean Score (%)
			Expected	Actual	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	

UCU101	INTR TO…	Dr.xyz	130	120	***	***	***	***	***	***	***	***	
UCU102	INTR TO…	Dr.xyz	130	90	***	***	***	***	***	***	***	***	
UCU103	INTR TO…	Dr.xyz	130	87	***	***	***	***	***	***	***	***	
UCU104	INTR TO…	Dr.xyz	130	..	***	***	***	***	***	***	***	***	
UCU105	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU106	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU107	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU101	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU101	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU101	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU101	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU101	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU101	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU101	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
UCU101	INTR TO…	Dr.xyz	130		***	***	***	***	***	***	***	***	
Overall average														

TABLE 5: AC YEAR… SEM…. SCORES FOR (LECTURER & UNIT)
(THE SCORES ARE SORTED PER EACH LECTURERS' NAME)
Comment: Excellent /Very Good /Fair / Poor/ Very poor

LECTURER'S NAME			ACADEMI YEAR		Semester:		
UNIT CODE			UNIT TITLE				
STUDENTS PARTICIPATION (Actual No's)		0ut of (expected No's)			% Student's Participation		
	RATING /QUESTION					Average Score	comment
	5	4	3	2	1		

Q1	96%	4%	1%	0%	0%	94 %	excellent
Q2							
Q3							
Q4							
Q5							
Q6							
Q7							
Q8							
Aggregate average score							
Qualitative feedback: ……							
Signed:							

Send to : Lecturer, Copies to: CoD, Director- Quality Assurance

ANNEXURE 5: REPORT TEMPLATE FOR MONITORING OF ADMINISTRATION AND INVIGILATION OF END OF SEMESTER EXAMINATION(PER SEM).

TABLE 1: PUNCTUALITY IN COMMENCEMENT OF EXAMINATIONS:

Key: **Exams on time:** - Started within 10 minutes of scheduled time; **Slightly Late :**Started within >10 minutes to 30 minutes of scheduled time, **Significantly Delayed:** Started after >30 minutes of scheduled time

Department……………………….. School…………………………..	Total Exams as timetabled	On Time time		Slightly Late		Significantly Delayed	
		#	%	#	%	#	%
Agriculture	70	60	91%	7	8%	3	1%
Building & Civil Engineering		xx	**%	xx	**%	xx	**%
Commerce		xx	**%	xx	**%	xx	**%
Compu. Science		xx	**%	xx	**%	xx	**%
Education & Technology		xx	**%	xx	**%	xx	**%
Electrical and Electronics En		xx	**%	xx	**%	xx	**%
Health Sciences		xx	**%	xx	**%	xx	**%
Hospitality Tour &Travel		xx	**%	xx	**%	xx	**%
Humanities		xx	**%	xx	**%	xx	**%
Human Resource		xx	**%	xx	**%	xx	**%
Information Technology		xx	**%	xx	**%	xx	**%
Maths &Actuarial Scie		xx	**%	xx	**%	xx	**%
Mechanical Engineering		xx	**%	xx	**%	xx	**%
Physical and Biological Scien		xx	**%	xx	**%	xx	**%
Social Sciences		xx	**%	xx	**%	xx	**%
Overall average							

TABLE 1b: VENUES IN WHICH EXAMINATION STARTED LATE

S.No	Venue	Unit code	Unit name	Department	chief invigilator	scheduled time start	actual time start	Invigilators	Students	Remarks
Day 3: xx/5/2025										
1	F1,2	UCU 109				1100 hrs	1150 hrs	3	121	
Day 5: xx/11/2025										
2	G4	UCU 108				0830 hrs	09.10 hrs	4	65	

TABLE 2: NUMBER OF INVIGILATORS
(Checkbox on No of invigilators per venue: - System should then compute {Logic} to ascertain if compliant or not)
Non Compliance:

1. One Invigilator

2. Less than 2 invigilators for every 50 students, and every additional 50 students

Venue	Total No. Of students in Venue	No of Invigilators in Venue										Remark: Compliant/ Not Compliant
		1	2	3	4	5	6	7	8	9	10	
Venue GF1	140		2									Not Compliant
F(1,2)	140			3								Compliant
MLH1	200				4							Compliant
Venue	xx											
Venue	xx											
Venue	xx											
Venue	xx											
Venue	xx											
Venue	xx											
Venue												
	130											

TABLE 3: SUMMARY OF NON- COMPLIANCE WITH EXAMINATION REGULATIONS

Department…………………………….. School……………………………………..	Significantly Delayed exams	Non-complaint with invigilation guidelines	Total
	#	#	#
Agriculture	2	0	2
Building & Civil Engineering	0	1	1
Commerce			
Compu. Science			

Education & Technology			
Electrical and Electronics En			
Health Sciences			
Hospitality Tour &Travel			
Humanities			
Human Resource			
Information Technology			
Maths &Actuarial Scie			
Mechanical Engineering			
Physical and Biological Scien			
Social Sciences			
Overall average			

ANNEXURE 6: <u>REPORT TEMPLATE FOR CAT ADMINISTRATION) PER SEMESTER</u>
<u>Table 1: Departmental Live table(to grow as per movement in calendar dates)</u>
Use logic to determine if compliant or not- CAT 1,2&3 = Week 2,6&10 respectively)

Department: …………XYZ……………. School:………………………………			Ac. Year …………………….			Semester………………..			
Unit code	Unit Name	Stude nts (No.)	Lecturer's Name	CAT 1		CAT 2		CAT 3	Compliant/ Not Complaint
				Date		Date		Date	#
				Administ ered	Retur ned	Administ ered	Return ed	Administ ered	Retur ned	

ANNEXURE 7: REPORT TEMPLATE FOR END OF COURSE EXIT / CUSTOMER SATISFACTION SURVEY.

TABLE 1: PARTICIPATION PER DEPARTMENT

Department….. School…….	No. of Students Total Expected/	% participation
Agriculture		***%
Building &Civil Engineering		***%
Commerce		***%
Computer Science		***%
Education &Technology		***%
Electrical and Electronics En		***%
Health Sciences		***%
Hospitality Tour &Travel		***%
Humanities		***%
Human Resource		***%
Information Technology		***%
Maths &Actuarial Sciences		***%
Mechanical Engineering		***%
Physical and Biological Scien		***%
Social Sciences		***%
Mean		88.59%

TABLE 2: SUMMARY SCORES OF RESPONSES ON INDIVIDUAL ITEM

S/No.	Closed ended Question	5	4	3	2	1
1		**%	**%	**%	**%	**%
2		**%	**%	**%	**%	**%
3		**%	**%	**%	**%	**%
4		**%	**%	**%	**%	**%
5		**%	**%	**%	**%	**%
6		**%	**%	**%	**%	**%
7		**%	**%	**%	**%	**%
8		**%	**%	**%	**%	**%
9		**%	**%	**%	**%	**%
10		**%	**%	**%	**%	**%
11		**%	**%	**%	**%	**%
12		**%	**%	**%	**%	**%
Overall average score		88%	76%	90%	67%	55%
Overall Average of the process		89%				

Scores for each individual process are expressed as percentages using the following formula;

$$\frac{Sum\ of\ all\ ratings\ per\ process}{Sum\ of\ all\ expected\ ratings\ per\ process} \times 100$$

ANNEXURE 5: EVALUATION OF TEACHING PRACTICUM REPORT TEMPLATE
Table 1: Summary scores of responses on individual item

S/No.	Item	3rd Years	4th Years
i.	I was informed about where I was placed early enough hence I was well prepared.	**%	**%
ii.	I am satisfied with the school where I am taking the teaching practice.	**%	**%
iii.	I was well inducted and felt accepted by the school.	**%	**%
iv.	My cooperating teacher at the school is supportive, willing to give valuable advice and shares professional skills.	**%	**%
v.	I am comfortable with the workload allocated to me and I am able to handle it.	**%	**%
vi.	The school environment is conducive enough for the teaching practice experience.	**%	**%
vii.	I am able to translate what I was taught in class with what I am practicing at the school.	**%	**%
viii.	If given a chance I would like to teach at the school after completion of my studies.	**%	**%
Overall average score per year of study		**88%**	**90%**
Overall Average of the process		**89%**	

Scores for each individual process are expressed as percentages using the following formula;

$$\frac{Sum\ of\ all\ ratings\ per\ process}{Sum\ of\ all\ expected\ ratings\ per\ process} \times 100$$

SECTION 15 - DIRECTORATE OF RESEARCH INNOVATION AND CONSULTANCY (DRIC)

1.   Centralized Data Management for DRIC

The ERP system can help DRIC to centralize data related to research projects, grants, funding, and extension services. This will help in avoiding data duplication and ensure that all academic staff members are up-to-date.

2.   Research Project Management

Development of a module in the ERP system to track and manage research projects. The module can include project objectives, resources available to the project, timeline and progress monitoring. Researchers can update their project status and submit reports through the system, enabling better oversight by management. There can be also a functionality to generate either a project or a financial report for a particular project. This will increase transparency in project management and confidence with our donors.

3.   Grant and Funding Management

The ERP system should help DRIC to keep track of grant applications, funding sources, and their status.

4.   Facilities and Resource Allocation

The ERP can help DRE to keep track of the resources available for research at the University, e.g. laboratory equipment, research facilities, and personnel. This will ensure that resources are utilized optimally and prevent conflicts over resource availability.

5.   Collaboration

The ERP system can help DRIC to manage MoUs, MoAs and other collaborations in the University. This tool will be vital in linking researchers with existing collaborators.

6.   Contracts and other Project Document Management

ERP system can help DRIC to manage documents, especially project contracts and reports with features such as secure storage, version control, and an easy retrieval path.

7.   Data Analysis and Reporting

ERP system can help DRIC to analyze data from various research projects and generate reports. These reports will aid in evaluating the performance of projects, identifying trends, and making informed decisions.

8.   Training and Professional Development

ERP system can help DRIC plan and track training and professional development activities for researchers and extension staff. This will ensure that they stay updated with the latest skills and knowledge. The tool can help to avoid double invitations or repeat training when one is not due.

Features

9. Research Project Management

        i.   Project Management Module-

              a.   Request for project support letter

              b.   Project registration

              c.   Archive for contracts

              d.   Projects database

              e.   Project quarter reporting

              f.   Linking project to finance module

                 -   Projects

                 -   Community outreach program

- Publication
- Trainings
- Consultancies
- Equipment purchased and there costs
- evaluation and monitoring

ii. Publication management
- Online research publications

iii. Journals management module
- Submission of manuscripts for publications
- Review process
- Final publication

iv. Conference management module
- Abstracts and papers submissions
- Review process
- Books and abstracts of final proceedings

v. Ethical Reviews
- Receive application for ethical clearance
- Review of application
- Issue of clearance
- Monitoring and evaluation

SECTION 16: POSTGRADUATE STUDIES MODULE

ERP system can help Directorate of Postgraduate studies plan and conduct Academic tracking for postgraduate students including managing allocation of supervisors, research project/thesis approval and supervision.

Admission

i. Applicant creates an account in the website with a unique reference number
ii. Applicant fill an application form and attaches all the required documentations
iii. A payment prompt is sent to the provided mobile number
iv. Registrar receives the application and sends it to Director PGS through the portal.
v. The Director forwards the application to the respective Dean for recommendations through the portal
vi. The Dean forward the application with recommendations to the Director PGS.
vii. Custom reports

Submission of Proposals

i. Student uploads the proposal and fills the proposal submission form in the portal

ii. Supervisors access, approves and forward to the Dean in the portal

iii. The Dean approves and forward to the Director PGS in the portal

iv. The Director PGS assigns reviewers in the portal

v. Reviewers give comments which are accessed by the Director PGS.

vi. Custom reports

Supervision and Progress

i. The student fills progress report form at the end of every quarter in the portal.

ii. The supervisors endorse the form online.

iii. COD approves and forwards to the Dean in the portal

iv. The Dean Approves and forward to the Director PGS in the portal.

v. Custom reports

Intent to submit Thesis for examination

i. The student fills the intent to submit form in the portal

ii. The supervisors endorse the form online

iii. The Dean Approves and forward to the Director PGS in the portal.

iv. Custom reports

Postgraduate Tracking and Monitoring tool

The ERP sub module will have a feature to track the status of each registered student;

i. Each student shall register every semester.

ii. If a student fails to submit 2 consecutive quarterly progress reports, his/her status will automatically change from "Active" to "Warning" status, unless if on academic leave.

iii. Students with a Warning status should write to the Director Postgraduate Studies to explain why they are not progressing.

Expected reports

a.Progress Reports

Student Progress Reports: Document the student's progress at regular intervals, usually at the end of each semester or quarter. These reports often include milestones achieved, work completed, and any challenges encountered.

Supervisor Reports: Feedback from supervisors on the student's progress, including any areas of concern and recommendations for improvement.

b.   Feedback Reports

Student Feedback: Input from students on the supervision process, including the support received and areas for improvement.

Supervisor Feedback: Feedback from supervisors on the supervision system and suggestions for enhancements.

c. Compliance Reports

Regulatory Compliance: Ensures that the research project complies with institutional, ethical, and legal standards e.g ethical clearance.

   i.   Plagiarism & Similarity Report – Ensures originality of research work.

  ii.   Publication & Conference Report – Lists research published and conferences attended.

d.   Research Proposal & Approval Reports

   i.   Proposal Submission Report – Lists all submitted proposals with status (approved, pending, rejected).

  ii.   Ethics Approval Report – Shows projects with ethical clearance and those awaiting approval.

e. Research Progress & Evaluation Reports

   i.   Research Timeline & Milestones Report – Outlines key project phases and deadlines.

  ii.   Mid-Term Progress Report – Summarizes achievements and challenges at the halfway mark.

 iii.   Final Research Submission Report – Lists completed projects with submission details.

f. Supervisor & Committee Reports

   i.   Supervisor Allocation Report – Displays student-supervisor assignments and workload distribution.

  ii.   Panel Review Report – Summarizes research evaluations by committees

SECTION 17 - LEGAL OFFICE ERP MODULE

Memorandum of Understanding (MoUs)

Expected Features

The system should: -

a) Allow reception of MoUs from the user Department and give advice.

b) Enable the final copy of MoU to be forwarded to the Vice Chancellor for signature/approval.

c) Enable forwarding of MoU to the user Department for onward transmission to the other party.

d) Enable storage and management of the signed MoUs.

e) Enable tracking of the Mou in-terms of deliverables.

Expected Reports

a) List of signed MoUs.

b) Litigation Matters.

Expected Features

The system should allow;

a) Reception and processing of Court orders/summons.

b) Report on the VC on the case and the external lawyer to allocate the case to

c) Collating documents and forwarding brief to the external lawyer identified

d) Identification of external lawyers to handle the case.

e) Identify witnesses for the case and signing of witness statements

f) Receipt of invoice of fees from external lawyers/advocates.

g) Monitoring of ongoing court cases.

h) Uploading of concluded court cases and file management (file storage)

i) Reports on cases worn and those lost.

Expected Reports

a) List and status of ongoing Court cases.

    a. Categorise cases

b) First hearing and further dates

    a. Defence

    b. Submission

    c. Judgement

    d. Appeals

c) Concluded Court cases.

d) Implementation of judgements

Link with Human resource, Council, Finance, Procurement module

SECTION 18: STUDENT AFFAIRS MODULE
18.1 Office of the Dean of Students sub MODULE

Services to be captured from the department include;

Overseeing the MUT Students Association.

This Module is for managing online elections of MUT Officials.

Expected Features

The system should: -
a) Online candidate's nomination forms
b) Enable online applications for MUTSO positions by interested candidates.
c) Allow the Dean of Students (DOS) and other officers to clear the candidates for various positions.
d) Allow Online student's voter registration and voting (halls and faculties)
e) Automatically count the votes and rank the candidates for each position in ascending order.
f) Allow setting of swearing and training date for new MUTSO Officials.

Expected Reports

a) Clearance and nomination forms for the contestants.
b) List of shortlisted applicants for each position.
c) List of cleared contestants.
d) Successful candidates list.
e) Results for Elections.
f) Appointment letters for winners.

Registration of students clubs

a) Online application for the registration of clubs and societies

b) Online booking of Lecture halls/rooms for club's activities.

c) Generation of reports

Work-study and Bursary application forms

Expected Features
a) Allocate work study based on needy status of the student.
b) Comprehensive needy status identification criteria based on session.
c) Bursary application forms
d) Manage the programme and payments to students (payments will integrate with Finance module).
e) Generation of reports

Partnership with the HELB (Higher Education Loans Board)
a) HELB concerns/complaints
b) Generation of reports

Orientation of first year students.

a) Online attendance of orientation
b) Generation of reports

Sports and Games

a) Booking of sporting facilities
b) Update of sports and games activities.

General Services

a) Read Only Students information and particulars on Guardian details, performance, and fee statement.
b) Online leave out forms

18.2 Student Disciplinary

This module should enable the management of student disciplinary cases by dean of students. The system should capture the details of the case, the evidences, the verdict and sanctions on the student with disciplinary case.

Expected Features (link to Security module)

a) Cases of student offences reported to Security Office for investigation and gathering of evidence.
b) Statements from student suspects recorded at Security Office.
c) Investigative reports from Security and submitted to Dean of Students (DOS).
d) Evidences gathered during investigation by security.
e) Dates of hearing of student disciplinary cases.
f) Accused students' biodata needed for reference during hearing of the cases.
g) Biodata and statements of witnesses and their statements required during hearing.
h) Minutes of Students Disciplinary Committee (SDC).
i) Recommendations from SDC on cases presented for the day.
j) Penalties meted out to accused students in accordance with the Students Code of Regulations Governing Conduct.
k) Summary of verdicts to Senate.
l) Capability to impose meted sanctions on offenders, including putting on hold or terminating studentship of suspended or expelled students.
m) Capability to trigger re-admission of suspended student to an appropriate level of study and furnish information to relevant offices/sections e.g. Dean of Students, VC, DVC – ARSA and Dean of the School, on completion of suspension.
n) Capability to monitor 14 days' appeal period to VC permitted to an expelled student to launch an appeal.
o) Date set and outcome of Appeals Board - expulsion upheld or varied.
p) Clearance of a suspended student for re-admission, graduation or to proceed with studies.

Expected Reports

a) Disciplinary student(s) personal particulars, phone numbers and emails

b) Copies of invitation letters to students, Committee members and witnesses for SDC meetings.
c) Summary of verdicts
d) Copies of verdict letters to students
e) Copies of SDC minutes
f) List of students who have met conditions of verdicts.
g) Suspended and expelled students for purposes of blocking them from accessing University services
h) Statistics based on nature of offences, schools and year of study.

18.1.1 GUIDANCE AND COUNSELLING SUB MODULE
Client appointment (Scheduling and Rescheduling of Client Sessions)
Expected Features;
a) Enable booking of physical and Online Counselling Session indicating time and date
b) Give Biodata of client information and allow counsellor insertion of any other relevant client information
c) Indicate whether it's the client first or return visit
d) Enable giving client confirmation of counselling sessions and rescheduling where possible
e) Identify type of services sought by the client
f) Indicate type of referral e.g. self, mandatory or referral
g) Indicate the depart and school the staff member or the student client is domiciled
h) Indicate the semester the client sought therapy
i) Indicate the presenting issue
j) Enable tracking of client progress e.g. (Client communication with the counsellor
k) Enable the client to choose their preferred Counsellor
l) Allow the staff member to refer clients or any other communication relevant to the client they are referring to
m) Enable the counsellor to email the client any information relevant to therapy progress
n) Remind the client of the counselling date and email via phone and email
o) Enable termination message to the client
p) Enable referral to any other department/office within the University and feedback mechanism
q) Allow client to give feedback
r) Create a link to allow clients to attached signed consent form and any other relevant counselling form
s) Enable submission of custom reports to office of VC, DVC AHR, DVC ARSA, Registrar AHR, ARSA, DOS, Security and Health Unit

EXPECTED REPORTS
a) Give the number of clients who have attended the session per semester
b) Give the number of clients continuing with therapy session
c) Give the number of clients whose session is already terminated
d) Highlight the major issue
e) Number and Percentage of clients in terms of gender
f) Number and Percentage of Issues presented

g) Give number and percentage of referred clients and offices that referred them
h) Give comparison in gender and issues from previous and current semester.
i) Customized reports

SECTION 19: INDUSTRIAL ATTACHMENT /PRACTICUM/ TEACHING PRACTICE

This sub-module is for recruiting students from MUT for Industrial attachment, practicum and practical attachment.

Industrial attachment sub module

Expected Features

a) Identification of vacancies for attachment by HoD in their Departments.
b) The system should allow application for the attachment position by the student online.
c) Approval and generation of appointment letter for industrial attachment by attachment coordinator.
d) The system should capture the student's academic details, parent institution and attachment's duration.
e) Upload additional documents such as insurance certificates.
f) Online assessment of students where the internal supervisor can write assessments report and may be upload marks for attachment/ teaching practice.
g) The student to apply for attachment.
h) The system should provide a feature for allocation of supervisors.

Workflow

a) Request for Insurance from list of students
Request approved by DVC ARSA>VC>DVC FPD>Procurement.
b) Request for students to go for attachment approved by Cod and Dean.

Reports

a) Reports on students on attachment and places of attachment with respective supervisors.
b) List of all students on attachment.
c) Report of supervision workload allocation with respective students.
d) Customized reports

Features

a) **Student Management**:
   o Registration and profile management for students.
   o Tracking student progress and performance during attachments.
b) **Attachment Listings**:
   o Database of available industrial attachment opportunities.
   o Search and filter options for students to find suitable placements.
c) **Application Management**:
   o Online application submission and tracking.
   o Allow uploading of CVs.
   o Automated notifications for application status updates.
d) **Company Management**:
   o Registration and profile management for companies offering attachments.
   o Tools for companies to post opportunities and review applications.
e) **Matching and Placement**:
   o Algorithms to match students with suitable attachment opportunities.
   o Tools for supervisors to approve and manage placements.
f) **Monitoring and Evaluation**:
   o Tools for faculty to monitor student progress during attachments.
   o Evaluation forms and feedback mechanisms for students and companies.

g) **Reporting and Analytics**:
   - o Generate reports on student placements, performance, and feedback.
   - o Analytics to track trends and improve the attachment program.

h) **Communication Tools**:
   - o Messaging and notification system for all users.
   - o Integration with email and other communication platforms.

i) **Document Management**:
   - o Storage and management of important documents related to attachments.
   - o Templates for reports, evaluations, and other necessary forms.

j) **Scheduling and Time Management**:
   - o Tools for scheduling interviews, orientations, and site visits.
   - o Time management features to track deadlines and important dates.

k) **Feedback and Survey Management**:
   - o Create and distribute surveys to gather feedback from students, faculty, and industry partners.
   - o Analyze survey results to improve the attachment program.

l) **Financial Management**:
   - o Budgeting tools to manage costs associated with industrial attachments linked with finance module.
   - o Track stipends, grants, and other financial resources.
   - o On line application and approval for industrial visits by academic staff.

m) **Integration with Learning Management Systems (LMS)**:
   - o Integration with LMS to manage coursework and assessments related to industrial attachments.
   - o Sync student progress and grades with the ERP system.

n) **Mobile Access**:
   - o Mobile-friendly interface or dedicated mobile app for easy access on-the-go.
   - o Enable students and faculty to access information and manage tasks from their mobile devices.

o) **Notifications and Reminders**:
   - o Automated notifications and reminders for important deadlines and events.
   - o Customizable alerts to keep users informed and on track.

p) **User Support and Help Desk**:

- o Provide a help desk or support system for users to seek assistance.
- o Access to FAQs, guides, and tutorials to help users navigate the ERP system.

Teaching practice/ practicum submodule

   Features

i.   Application for teaching practice or practicum by the student -School of Education, i. Department of Education & Technology.

ii.   Name of student

ii.   Academic year - 2nd year -Practicum(BED SC, BED ART, BTED, AGED)

                              -3rd year – TP(BED SC, BED ART, BTED, AGED)

                              -3rd year – BTED Industrial attachment

iii.   Approval and generation of appointment letter for TP, and Practicum by TP coordinator.

- Attachment letter details – copy attached

iv.   The system should capture the students' academic details, after placement in TP/Practicum institution

- Name of student
  - ID No
  - Registration No
  - Subject combination
  - Name of TP/ Practicum School
  - Contact of the Principal / institution
  - Duration – Practicum -1 Month

                              TP   -3 Months

  - Sub Zone of the school /institution – 250 km radius

                                        -Subzones are attached

v.   The system should enable for approval of the TP/ Practicum school by the TP coordinator

vi.   The following downloads can be available for students after approval, a password can be availed

- Students lesson plan booklet
- Practicum logbooks
- TP instruction documents – samples to be availed
- Insurance for BTED attachment

vii.   The system can check controls and requirements to be met, the criteria set for proceeding for TP;

- Fee payment – paid

- Academic year

- Course progression- continuing student, discontinued student, deferred

- Attended practicum before proceeding to TP

viii.   Online assessment of students

- Enable entry of assessment marks - 3 sessions of assessment

- Averaging and moderation of marks

- Signing in by supervisor

- Approval of marks by TP coordinator

- Allocation of final mark to the student

ix. Generation of reports

    a. List of students applied for TP and Practicum

    b. Lists of number of students not applied

    c. List of students, places of attachment and zones of schools

    d. List of students without placement in schools/institutions

    e. Spread sheet of the budget, allowances, and supervisor

- Job groups of supervisors

- Allocation of allowances per zone -attached will be provided

    f. Report on entry of marks by supervisors

    g. Report on evaluation of TP exercise by supervisors

Work flow for

Application / registration for TP/practicum > download letter of introduction> insert details of placement > approval by TP coordinator >download of TP documents > allocation of supervisors & budget preparation> approval of budget> allocation of work ticket to supervisors (3 sessions)> entry of marks by supervisors per session> consolidation & moderation of TP marks> approval of marks by TP coordinator> approval of marks by COD> allocation of marks to candidates.

SECTION 20: SECURITY MODULE

Gate Management System

Expected Features
    a)   Enable registration of all Vehicles entering and leaving the University.

    b)   Automatic checking of Gate passes.

    c)   Keep track of Visitors to the University.

    d)   Enable integration with CCTV cameras and Biometric system to capture students entering the University and class attendance using biometric devices.

    f) Enable integration with gate control system

Expected Reports

a) Daily, weekly and monthly reports and statistics of Vehicles entering and leaving the University.

b) Daily, weekly and monthly reports and statistics of visitors to the University

Security Incidence Records

Expected Features

a) Keep track of reported security incidences.

b) Keep records of investigations of students and staff.

c) Records of students and staff cases.

Expected Reports

a) Daily, weekly and monthly security incidence reports and statistics.

b) Students and Staff cases investigative reports and statistics.

c) Reports on students and staff cases.

Biometric Identification

Expected Features

a) Biometric identification of staff and students attendance. Class and work attendance. This can include use of biometrics (face recognition device), smart cards, qr code

b) Capture daily staff work attendance records.

SECTION 21: A. PERFORMANCE CONTRACTING AND QUALITY MANAGEMENT AND COMPLIANCE

University ERP module focused on performance contracting and the implementation and maintenance of ISO certifications (ISO 9001 and ISO 27001):

i. Performance Contracting Features

a) **Performance Contract Management**
   - Creation and storage of performance contracts. (Ability to generate new performance contracts with customizable templates, capturing key details (parties involved, objectives, KPIs, targets, timelines, budgets, etc.). Securely store and manage contracts within the system.)
   - Version control for contract revisions. (Maintaining a clear history of contract revisions and amendments. Securely archive completed contracts for future reference and audit trails.)
   - Automated alerts for contract renewals and expirations.

b) **Performance Metrics Tracking**
   - Customizable key performance indicators (KPIs).
   - Dashboards to visualize performance against targets. (Visual dashboards to display performance indicators, milestones achieved, and potential roadblocks. Automated alerts for upcoming deadlines or deviations from targets.)
   - Reporting tools for performance analysis. (Tools for conducting performance reviews, including automated reports, scorecards, and qualitative feedback mechanisms. Facilitating the evaluation process by authorized personnel.)

c) **Stakeholder Engagement**
   - User roles and permissions for faculty, administration, and external partners.
   - Communication tools for updates and feedback.

d) **Evaluation and Assessment**
   - Tools for periodic performance reviews.
   - Feedback mechanisms for continuous improvement.
   - Integration with student and faculty evaluation systems

ii. ISO Certification Management Features

a) **Certification Management:**
   - **ISO 9001 Quality Management System (QMS) Module**

     o Documentation control system (a Centralized Repository: - A secure, centralized repository for storing all ISO-related documents (policies, procedures, manuals, records))
        - Centralized repository for all ISO documentation.
        - Version control and audit trail for document changes.
        - Should have templates for policies, procedures, and forms.

     o Process mapping and workflow documentation

     o Internal audit management tools

     o Non-conformance tracking and correction

     o Risk assessment and mitigation frameworks

   - **ISO 27001 Information Security Management System (ISMS) Module**

     o Asset inventory and classification

     o Information security risk assessment. (A Risk Register: Maintaining a register of potential information security risks, including their likelihood and impact.

     o Access control management

     o Incident response and management (tracking and managing information security incidents, including investigation, reporting, and resolution.)

     o Security policy documentation repository

b) **Compliance Tracking**

- Compliance checklists for ISO 9001 and ISO 27001 standards.
- Automated reminders for compliance deadlines.
- Integration with internal audit schedules.

c) **Training and Awareness**
- Training modules for staff on ISO standards and requirements. (Maintaining records of ISO-related training for employees, including training materials and completion certificates)
- Tracking of training completion and certifications.

d) **Non-Conformance Management**
- Tools for reporting and tracking non-conformance issues. (Tracking and managing non-conformances identified during audits, including root cause analysis and corrective/preventive actions.)
- Corrective and preventive action (CAP) tracking.
- Root cause analysis tools.

a. **Reporting and Analytics**

1. **Performance Reporting**
- Customizable reports for performance metrics and compliance status.
- Historical data analysis for trend identification.

2. **ISO Audit Reports**
- Templates for internal and external audit reports.
- Integration with findings from audits and assessments.

3. **Reporting Capabilities:**
- Customizable performance reports
- Certification compliance dashboards
- Trend analysis and predictive insights
- Export capabilities (PDF, Excel, CSV)
- Role-based reporting access

ii. **Security and Data Protection**

1. **Data Security Compliance**
- Features to ensure compliance with ISO 27001 data protection standards.
- Role-based access controls to sensitive documents and data.

2. **Incident Management**
- Tools for reporting and managing security incidents.
- Integration with risk assessment tools.

General Features
- **User Roles and Permissions:** Define user roles with different levels of access to ensure data security and confidentiality.

- **Notifications and Alerts:** Automated notifications for upcoming deadlines, overdue tasks, and important updates.

- **Workflow Automation:** Automate routine tasks such as document approvals, review reminders, and report generation.

- **Integration with Other Modules:** Seamless integration with other ERP modules (HR, finance, student information system) to avoid data silos and ensure data consistency.

- **Mobile Accessibility:** Provide mobile access to the module for convenient performance monitoring and task management on the go.

Expected Features

a) Managing documents and records that are Quality Management System related.

b) Uploading of new documents, editing and deletion of existing documents.

c) Amendments of clauses in the procedures or any other QMS related document or records.

d) Monitoring & Control: Automation of daily diary maintenance on the field and record the tour note of Internal Auditors for better monitoring of work on a day-to-day basis.

e) Reporting: Automate preparation of audit reports in standardized formats, categorization of recorded paras, work-flow based review, approval and publication of audit reports.

f) Follow-up and Compliance: System based automated follow-up mechanism and recording of compliance. Recording of audit para wise response received from concerned audit unit and dropping of paras.

g) Efficient Para Management: Manage audit paras effectively and improving the follow-up and supervision.

h) Better communication and coordination: Online management of paras will allow seamless communication among various officials at different levels. This will help the audit units to generate replies in electronic and print copies according to the required formats.

i) MIS report generation: AMS expected to generate various customized monitoring reports with minimal efforts.

Audit Planning and Scheduling

Expected Features

a) Creation of audit schedules, plans and programmes within the financial year.

b) Populating audit programmes based on audit Universe .

c) Appointment of the team (Lead Auditor and Auditors) to execute the planned audits.

d) Populating of audit timetable by a team leader or lead auditor.

e) Populating the resources allocation in an audit assignment

f) Notifying of the target Auditee by the Team Leader or Lead Auditor.

g) Acknowledging of audit notification by the Auditee.

Audit Execution

Expected Features

a) Recording of the audit findings, risks and recommendations

b) Categorization of the audit findings.

c) Input of Attendance Register.

Corrective Action and Finding module

Expected Features

a) Contains all the findings as raised in the execution module.

b) Approval of corrective action plan and doing of corrective action implementation follow-up.

Management review

Expected Features

a) Allow appointment of management team.

b) Allow scheduling of management review meetings.

c) Allow notifications to the top management on the scheduled management review meeting

d) Allow capture of minutes, highlights, action points into the system. This can be uploaded or captured directly into the system.

e) Only the management team can access the minutes.

Customer Feedback

Expected Features

a) Capture feedback.

b) Categorization of feedback (complaints and compliments).

c) The feedback shall be associated with the QMS process.

d) Assignment of complaints to concerned staff or head of Department.

e) Doing corrective action plan (CAP) of complaints.

f) Approval of the CAP by the person handling complaints.

g) Escalation of complaints based on set timelines of each category.

Expected Reports

a) Audit report-full report from planning to checking effectiveness of CAP.

b) Summarized reports of findings.

c) Categorization of findings reports.

d) Reports on QMS Auditors.

e) Reports on non-conformities.

f) Report on document change history.

g) Document record master report.

h) List of complains and their individual status.

i) Reports by: Affected Department, Affected processes and Escalated complaints.

j) Summary report of complaints.

PERFORMANCE CONTRACT

1. Performance Contracting Information System (PCIS) shall deal with;

    a. PC Preparation

    b. PC Preamble

    c. Department details

    d. Signatories

    e. Core Mandate Performance Indicators

    f. PC Matrix

    g. PC Explanatory Notes

    h. Project Matrix

    i. Presidential Directives Matrix

    j. Reports

2. Submission for Negotiation/Vetting

3. Monitoring and Reporting

4. Self-Performance Evaluation

5. Strategic plan implementation and report

6. Customized reports

SECTION 22: DIRECTORATE OF CAREER SERVICES OFFICE AUTOMATION MODULE
Below is the proposed office of career services automation features; -
1. Career Fair Requests
2. Career mentorship request per semester per school for final year students
3. Request for career mentorship in High Schools in various counties
4. Request for open day
5. Request for High School Career visits to MUT
6. Intra/Inter- institutional Exchanges
7. Entrepreneurial Incubation
8. Student Ambassadorship
9. Career Fairs
10. Academic advising reports
11. Venture Capital Services
12. First year career mentorship form
13. Final Year career mentorship exit form
14. Career Ambassadors form (Approval Needed)
15. Student Ambassador Application Form (Approval Needed)
16. Career Mentorship Application Form (Approval Needed)
17. Career Industry Partnership Form (Approval Needed)

SECTION 23: COUNCIL MODULE
Expected Features
    The system should allow: -

    a) Member Profile Management

    b) Council Calendar

    c) Council Almanac/Work plan.

    d) Automatic alerts for scheduled meetings.

    e) Document management (Council Paper, Report and Minutes) – with EBoard Capabilities

    f) Claims for Council members.

    g) Communication of Council resolutions.

Expected Reports
    a) Council Calendar

    b) Council Almanac/Workplan.

    c) Council Minutes.

    d) Resolutions of Council.

    e) Members Profile.

    f) P9 Forms.

SECTION 24: ELEARNING MODULE INTEGRATION
integration with existing system.
- Student data sync - once an account is created for a student, an account is created on the LMS
- LMS Automatic enrolment to registered courses on the ERP
- Grade sync - grades in the LMS are captured in the ERP gradebook

Tutor enrolment sync - Tutors in course allocations are enrolled to their respective courses which students have registered on the ERP

SECTION 25: ICT HELP DESK
An ICT Helpdesk Module within an Enterprise Resource Planning (ERP) system will assist MUT to manage IT support requests, issue tracking, Ticket Management System, Details, analysis, Tasks, solution, reminders, work logs, conversations, associated incidents, history, IT service catalog and resolutions efficiently. Below are the key features for the module:

a. User Interface (UI) & Access
- Role-Based Access Control (RBAC): Admin, IT Support, End-User, Manager
- Dashboard: Real-time ticket status, priority alerts, pending cases
- Multi-Platform Access: Web-based, mobile-responsive, and desktop client

b. Ticket Management
- Ticket Creation: Users log issues via web portal, email, or chat
- Categorization & Prioritization: Auto-assign severity levels (High, Medium, Low)
- Automated Ticket Routing: Assigns tickets to appropriate IT personnel
- Status Tracking: Open, In Progress, Escalated, Resolved, Closed
- Service Level Agreements (SLA) Compliance: Response and resolution time tracking
- Multi-Channel Support: Email, live chat, voice, self-service portal

c. Knowledge Base & Self-Service
- FAQs & Articles: Predefined solutions for common issues
- User Guides & Tutorials: Documentation for troubleshooting

d. Remote Assistance & IT Asset Management
- Asset Tracking: Manage IT assets linked to user tickets

e . Communication & Collaboration Tools
- Email Integration: Outlook, Gmail for ticket updates
- Chat & Messaging: Microsoft Teams, Slack, WhatsApp integration
- Calendar Sync: Scheduling for on-site IT visits and maintenance

f. Reporting & Analytics
- Real-Time Dashboards: Overview of open, resolved, and pending tickets
- Performance Metrics: First-response time, resolution time, ticket backlog
- SLA Compliance Reports: Monitor IT team adherence to SLAs
- User Feedback & Surveys: Measure support effectiveness

g. Security & Compliance
- Data Encryption: Secure ticket information and communications
- Role-Based Permissions: Ensure restricted access to sensitive data
- Audit Logs: Track changes and activities for compliance

SECTION 26: Directorate of Linkages, Outreach, and Partnerships (LOP) Module

An ERP module for the Directorate of Linkages, Outreach, and Partnerships (LOP) automates processes related to external collaborations, institutional partnerships, stakeholder engagements, and outreach activities. Below are the key specifications:

1. Partnerships & Collaborations Management
(a) Automated MoU/MoA Tracking System
- Centralized digital repository for storing, tracking, and managing Memoranda of Understanding (MoUs) and Agreements (MoAs).
- Automated alerts for renewals and expirations.
- Digital signing and approval workflows to enhance efficiency.
- Collaboration Categories: Academic, research, corporate, government, NGOs
- Integration with Financials: Budgeting and funding allocation for partnerships

(b) Partner Database & CRM System
- A comprehensive digital database to store details of local, regional and international partners /collaborators.
- Automated tracking of communication, engagements, and follow-ups.
- Performance analytics for Evaluating the effectiveness of collaborations and partnerships

2. Collaboration / Partnership Activity Tracking
- Automated monitoring of joint research projects, exchange programs, and other collaborative initiatives.
- Real-time notifications and reporting.

3. Student & Faculty Exchange Program Management
Exchange & Mobility Portal for students and staff
- Digital application system for student and faculty exchange programs.
- Automated eligibility checks, approvals, and tracking.
- Digital feedback collection/ exit survey.

4. Community Outreach & Engagement
Event & Outreach Management System
- Automated scheduling and tracking of university outreach programs.
- Digital invitations, registrations, and feedback collection.

5. Reporting & Analytics

- Real-Time Dashboard: Overview of active linkages, outreach activities, and funding status

- KPI Monitoring: Number of partnerships, engagement levels, MoU effectiveness

- AI-Based Insights: Trend analysis for partnership success rates.

- Automated Expense Tracking: Budget allocation for partnership programs.

SECTION 27: ELCTRONIC DOCUMENT MANAGEMENT SYSTEM

REQUIREMENTS SPECIFICATIONS FOR AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) FOR MURANG'A UNIVERSITY OF TECHNOLOGY

1. INTRODUCTION

MUT is in search of an Electronic Document Management System (EDMS) with the capability for Optical Character Recognition (OCR) of scanned documents, full-text search in attachments, and convenient registration of e-mails. The required system must be a comprehensive solution for the electronic archiving and filing of documents. In addition to the core functions of an electronic archive like document storage, filing, search and retrieval, the system shall allow workflow management, batch scanning, and tight integration with utility and application software's such as MS Office, Adobe Acrobat reader and the administration of paper archives. Furthermore, the electronic and scanned paper records have to be registered and stored in a secure manner guaranteeing authenticity and different levels of confidentiality. The following is an overview of the essential software capabilities/requirements:

a) MUT wishes to implement an ISO CERTIFIED web-centric, browser-based Document Management system to leverage the economy and scalability of today's sophisticated enterprise architectures to meet its needs. Once implemented the system is expected to automate diverse business processes, manage their data, and streamline their business operations and digitize the registries.

b) The Document Management system should be based on an application/platform that provides support for case management, collaborative and ad-hoc processes, structured processes, document management, and imaging optimized for web-based applications.

c) The system should be an out-of-box graphical development environment that allows for structured processes to be designed in an intuitive and effective manner. The Document Management System should have a complete and robust Web Services interface, making it a core component in a Service-oriented architecture (SOA) environment.

d) The Document Management System should be fully web based and should follow client-server architecture.

ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) CAPABILITIES

a) **Case Management:** It should be able to provide advanced case management that unifies information, processes and people. The System should provide a way to collect, store, organize, and manage information associated with a particular case. In addition to providing methods for managing university data, the system shall also have a functionality that supports and coordinates collaborative processing of cases.

b) **Document Management:** The System shall support content repository that manages electronic content, including images, PDF files, application documents, e-mail, audio, video, rich media and links to web content and COLD/ERM, offering a full life cycle management that begins with process driven access and follows through to document migration and rule-based document purging.

c) **Content Management:** Should offer a robust and powerful Content Management system that organizes unstructured and structured data from any source - including, but not limited to, native DMS repositories, external repositories, and web content - and presents it to users and/or other business processes in an organized and coherent manner.

d) **Process Management:** Should have a high volume, high performance structured workflow engine.

e) **Records and retention Management:** The System shall support Records management functionalities that will be used to help MUT meet regulatory and legal obligations associated with records and establish retention periods for all information, to reduce risk and cost.

f) **Core Services:** The System should provide the fundamental capabilities for accessing and storing content. These should include Content management services, workflow services, lifecycle services and Content Delivery Services.

2. CONTENT MANAGEMENT SERVICES

The System shall provide the content management functions needed to implement work management

applications: It should manage content in the following ways:
  a) **Check-in/check-out** Ability to Protect original content from being modified by users with appropriate permission by enabling users to check out content before editing.
  b) **Version Control:** Ability to Offer support for multiple versions and multiple Renditions.
  c) **Full Text Indexing:** Capability to automatically Index entire content of uploaded files.
  d) **Security:** Access to content should be based on roles and this should be propagated up to field level.

3. WORKFLOW SERVICES

The workflow solution should automate MUT, activities and policies for repository content. The Document management system platform should persistently manage the state of multiple instances of each workflow— by storing workflow objects in the system as repository objects. Similarly, workflow templates (definitions) should be stored as repository objects so various services, such as security, versioning, and retention, can be applied. Further, it is desired the system has capacity to attribute one document to several persons with different action codes, attributed persons can themselves close attributions and make re-attributions to different staff members indicating the dates of attribution and closure as well as the name of the person who made them and send automatic e-mail notification of persons attributed indicating key metadata of the record and hyperlinked to the staff identity.

The following minimum four work flow services should be implemented;

  ✓ Online application and approval of Change of course/interschool/interfaculty transfer by students and integration with ecitizen and mpesa payment
  ✓ Implement and commission online application and approval of Request for special exams.
  ✓ Implement and commission online application and approval of Request for academic leave.
  ✓ Implement and commission online application and approval of Request for deferment.
  ✓ Implement and commission online application and approval of leave application for Deans/directors.
  ✓ Implement and commission online application and approval of application for replacement of student ID card and integration with ecitizen and mpesa payment
  ✓ Other workflows for the university

4. XML SERVICES

The Document Management system shall provide extensive support for accessing and manipulating XML documents. In addition, this support shall be based on the W3C standard object model, with a few extensions.

5. LIFE CYCLE SERVICES:

The proposed EDMS shall provide the capability to manage the life cycle of documents, such as Migrate, Delete and Archive.

ITEM	TECHNICAL SPECIFICATION
General Requirements	The System should be client-server based with an easy to use interface.
	The system must be capable of reinforcing access control to information based on user and group membership
	The system must be capable of integration with active directory for centralized user and group access controls
	Integration with existing legacy systems either natively or with the use of APIs is necessary to enable extraction of data from the legacy systems for reporting and workflow purposes.
	Allow quick, easy, and timely retrieval of records and information as may be needed
	The system must implement standard security and access management features by use of Access Control List.
	The Proposed System shall be able to support Authentication from Authorization.
	The Proposed system should allow Administrators to create users for purposed of authorizing them Access to content and allocation of Access Control List.
	The system must maintain an Audit Trail for all activities related to accessing and using the system.
	The EDMS should provide for hosting of commonly used forms such as leave application, equipment requisition forms, etc. so that users can open, fill, sign and forward them for processing without printing them, either as a standalone objects or as a related data objects
	The proposed EDMS shall have the ability or Functionality that defines, manages and executes workflows, send notifications based on predefined processes and allow for approvals and authorizations to be Made
	The System shall have the ability to use listeners (Output and Input Mechanisms) to automatically pick up documents from other systems and archive them.
Specific Requirements	
	The EDMS shall support separate Document or File server for better management of documents. The System shall support several servers running, Application, database and File Management software.
	The Document management system shall support distributed Document Repositories for document upload and access at local level, which can be replicated with central repository at scheduled intervals
	The Document Management System shall support platforms specifically Windows or Linux or Sun Solaris. Reference sites shall be available for all the supported platforms
	The system shall provide XML based API toolkit for system integration and XML Parsing and also should have capability to create XML fields to hold large quantities of structured data.
	The system shall be able to handle Terabytes of data with search time less than 4 seconds.

	The system shall have an ability to handle millions of images.
	The system shall support unlimited storage capacity by automatic/ manual creation of Volume disks of predefined sizes and disk labelling.
	The system shall provide Modeller facility or a Tool box to customize the document management user interface as per the specific functional requirements. The Toolbox should provide developers and Administrators of the system with the capability to define repositories, database fields, and folder and file templates, tasks, deadlines, queries, and security.
	The system should have an extensive programming interface enables designers to add advanced features and modify the way the core functions work.
	The system should be able to integrate with the existing ERP applications so that documents can be transmitted to/from DMS from the ERP system.
	The system shall provide facility of Bulk scanning of documents and shall support Client-Server architecture for scanning solution, so that scanned documents can be temporarily archived before uploading to the central server
	The system shall support Quick scanning and indexing of bulk documents. The stages of scanning, quality check and Indexing shall be preferably mapped as stages in scanning solution.
Document Scanning Features	The system shall support automatic categorization of scanned images as different documents like application form, supporting documents, field report etc.
	Ability to support copying using integrated document imaging copier, scanner, fax, and printer. Capturing and saving copied/scanned/printed documents.
	The system shall support automatic indexing from specified zones like Application ID using OCR functionality.
	The system shall provide facility to upload scanned batches with Auto folder/Subfolder/ File creation; document filing & indexing on user-defined fields on Document Management system. The system should facilitate Auto upload of electronic content, scan from the web interface using twain drivers, Insert pages while working from the web interface.
	The system shall support all the special image enhancement functionality offered by the scanner through the driver interface.
	The system shall support Bulk Import of image and electronic documents and automatic indexing of documents on the basis of Offline data.
	The system shall support Integration with Mail server for direct Uploading of Emails for corresponding users and indexing on user defined parameters, save emailed document including attachments, save recipient email address, save send email address, date, time, etc. E-mail status – sent successfully or email send failed
Document Acquisition and capture	The DMs shall support all commonly used file formats as MSOffice, Acrobat, TIF, JPEG, GIF, BMP and scanned documents
	The DMS shall provide ease and flexibility of arranging documents in a folder by Sorting and viewing the documents in the folder on number of relevant parameters of the document such as Name, Date, Type, Size, Pages and Useful Information, etc.

Archival of electronic documents	The Document management system shall provide facility to link cross-related documents
	The EDMS shall provide search facility on the same interface, so that users are able to search the document using specific classification and or specified criteria. The EDMS should allow Full text search in various common formats currently used by the EEA (MS Office formats, Adobe suite formats, OpenDocument format).
	The system shall support versioning of documents with facility to write version comments and Publish.
	The EDMS system shall allow Locking of documents for editing and importing it back into the system through check-in/Check- out features.
	The EDMS should have an archive function.
	The EDMS should have a facility to create Archive templates for documents due for retention.
	The DMS should have an archive activity that can be incorporated in a process, and used in conjunction with a query to locate objects ready to be archived.
	The proposed EDMS shall support feature for viewing Image documents
	The proposed EDMS shall support viewing documents in the native application.
Image Viewer	The EDMS system shall provide facility of putting text, graphic and image comments on document pages.
	The proposed EDMS system shall support automatic tagging of documents with user name, date and time.
	The proposed EDMS shall provide facility for securing annotations for selective users.
	The system shall provide facility for users to enter the remarks / comments / message and an Access Control List to secure notes and annotations on the documents as per the requirements. The secured notes shall only be visible to users that have been provided the rights to view the secured notes.
	The EDMS shall facilitate zoom-in/zoom- out, zoom percentage and Zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc.
	The system shall store annotations as separate file and at no time, the original image shall be changed.
	The system shall support for Thumbnails on image documents and have a facility for thumbnail generator.
	The proposed EDMS shall provide extensive search facility to retrieve documents or Folders.
	The proposed EDMS shall support combined search on Profile, Indexed and Full Text Search.
Search and Retrieval	The proposed EDMS shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.
	The proposed EDMS shall support advanced search using Boolean and logical

	operators like and, or, greater than etc. For example, searching application form on the basis of student type and county.
	The workflow solution shall support authorized users to forward the files/documents for approval in a pre-defined or flexible route. Different users in the route would be able to access the work items from their Inbox, process it and forward it or revert it for further processing.
	The Workflow solution shall support collaborative working on documents in a secure environment through Workflow instances.
Inbuilt Workflow Solution	The Process designer shall have a facility to reference various system objects in a defined workflow.
	The proposed EDMS shall support routing of Workflow instances to users' inboxes for their action. These inboxes shall have the facility to categorize overdue work, pending work, All my work, Work Assigned to Me, by filtering using the user login ID.
	The DMS shall provide clear cut reports on workflow instances for each activity that is started, Status, User performance, Workflow Metrics, Locked work, work in error, All activities history or work initiated and where it is etc.
	The Workflow solution shall give an option to Refer Work items to other users for reference even if that user is not the part of the workflow route
	The Workflow solution shall support Facility to Divert work items to other users for delegating or substituting, whenever user goes on leave
	The Workflow solution shall support Time-based and event-based reminders and automatic escalations to concerned user after a specified interval of time
	The Workflow solution shall provide facility to assign tasks and set deadlines for each user in workflow.
	The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path.
	The system shall support strong searching, reporting and monitoring of work process and status to help in automating work processes and improve efficiency like search on pending work items, completed work items or number of work items pending with specific user etc.
	The proposed EDMS shall support definition of Users, Groups and Roles relation in the system.
	The proposed EDMS shall support access permissions on Folders, documents and object level.
Security	The proposed EDMS Shall clearly separate Authentication from Authorization.
	The DMS shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).
	The system shall support secure login id and passwords for each user and passwords shall be stored in an authenticating mechanism in an encrypted manner e.g. Active Directory.
	The proposed system should support different confidentiality settings for groups and individuals (e.g., Personnel, Finance, University Management Board) to be managed by the System Administrator. Different levels of confidentiality for different groups (e.g., high level of confidentiality for Personnel, lower confidentiality setting for Finance)

	The proposed system shall support integration with Active Directory for extensive password validations e.g. passwords of minimum characters, alphanumeric, locking of user- id after three unsuccessful attempts, password expiry, password history so that passwords are not same as previous passwords etc.
	The proposed system shall support Disaster recovery and store data in any Storage, NetApp, SAN, Optical, EMC and by replicating the data to remote locations.
	The proposed system shall support provide support for HTTPS's/SSL for secured data transfer.
	The proposed system shall support Extensive Audit- trails at document, Folder and for highest levels for each action done by particular user with user name, date and time.
	Application must conform to modern application security disciplines.
	The system shall support web-based administration module for the complete management of system.
	The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries.
System Administration Backup and Recovery	The Admin module shall provide easy to use interface for Index structure definition that can be used by different users
	The Administration module shall provide facility to Configure complete, automated and incremental backups and shall be able to integrate with third party backup solutions.
	The proposed EDMS must provide automated backup and recovery procedures that allow for regular backup of all or selected classes, files, documents, metadata and administrative attributes of the DMS repository.
	The proposed EDMS must allow the Administrator to schedule backup routines by: specifying the frequency of backup, selecting files or documents to be backed up, Allocating storage media, system or location for the backup (e.g. Off-line storage, separate system, remote site).
	The proposed EDMS must allow only the Administrator to restore from DMS backups. Full integrity of the data must be maintained after the restore.
	The proposed system shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports.
	The system shall support Extensive Audit- trails at user, Folder and File Levels
Reports and Audit Trails Features	The system shall provide facility to generate Audit trails on separate actions, and between specific date/times.
	The proposed system shall provide the capability for only authorized individuals to create; edit, and delete file plan components and their identifiers. Each component identifier shall be linked to its associated component and to its higher-level component identifier(s).
	The proposed EDMS shall have a facility to identify and present the folders and document, including metadata, which are eligible for destruction, as a result of reaching that phase in their life cycle.
Records Management	The records management module shall allow users with rights to restore files from the archive and edit, view and escalate and return the document as a new version.

	The proposed EDMS must provide a function that specifies retention schedules, automates reporting and destruction actions, and provides integrated facilities for exporting documents and metadata.
	The proposed EDMS must be able to restrict the setting up and changing of retention schedules to the Administrator
	The proposed EDMS must be capable of associating a retention schedule with any document, file or class of a classification scheme.
	Every document in a file or class must, by default, be governed by the retention schedule(s) associated with that file or class
	The proposed EDMS must allow documents to be declared as records and be able to do the following using retention dates: Retain indefinitely; Present for review at a future date; Destroy at a future date Transfer at a future date
	The proposed EDMS should have a facility to loan out physical documents from the physical storage
	The system should enable users be able to declare a specific version of a document as a record and not the whole document.
	Bidders must give assurance that the system components are covered and provided with warranty agreements. The warranty shall cover correction of system processing defects attributable to the software, hardware/software configuration for a period of 12 months (1 Year).
	The bidders must have locally available qualified and experienced IT personnel who will provide assistance in the installation, implementation and utilization of the system. They must be located locally and dedicated to this project. Technical and project management support shall be required until the end of the project.
Warranty	The bidders shall provide system training to University Management, IT and the identified end users.

Deliverables and functionalities.	**The bidders must provide the following as part of the offer and included in the price:**
	a) Installation (ready-to-use)
	b) Licenses (if applicable) for at least 10 concurrent users.
	c) Automation of student and staff registries: Scan, process, store, and automate documents management for 200 students and 50 staff members.
	d) Implement students and staff portals for users to be able access the system. Import 200 students and 50 staff members.
	e) Customize the intranets to MUT feel and look.
	f) Implement and commission any four of the following workflow services;
	   ✓ Online application, payment and approval of Change of course/interschool/interfaculty transfer by students. The student should be able to pay online via mpesa
	   ✓ Implement and commission online application and approval of Request for special exams.
	   ✓ Implement and commission online application and approval of Request for academic leave.
	   ✓ Implement and commission online application and approval of Request for deferment
	   ✓ Implement and commission online application and approval of leave application for Deans/directors.
	   ✓ Implement and commission online application, payment and approval of application for replacement of student id card.

	✓ Online clearance of students with work flows and its should incorporate qr code where student can be able to download the clearance letter that can be authenticated with QRcode
Training	
Licenses and services	Annual licenses

FUNCTIONALITIES OF THE ONLINE PORTALS

Student portal
The portal should allow the following functions to be done online;
- Online registration / enrollment for students who have signed the nominal roll.
- Students can view exam results online and print an unofficial result slip/report form online.
- Allow Students to view and download their fee balances and statements online.
- System provides alerts to Students on their fee balance status, exam results, etc.
- Students can manage an online profile.
- System allows students to register for semesters online
- Students can update contact information and addresses online.
- Students can view class and exam timetables online
- Online voting during student elections
- Online booking of hostels/rooms on first come first served basis
- Students are able to view their attendance records online
- Students can view academic holds online and receive instructions to resolve holds
- Digital Notice Board where students can be informed of the latest updates.
- View Institution events and study calendar
- Students can attach a bank slip on portal on request.
- Online Application: Hostel bookings, E-Receipt, New Students self-registration, term registration and photo bearing exam cards downloadable once per term.
- Lecturer course evaluation
- Exit evaluation form; students to evaluate the school upon exit.
- Application for Deferment of studies
- Application for Call off of studies
- Application for late registration
- Application for registration of supplementary examinations/retake of unit (s)
- Application for tuition fee waiver
- Application for Resumption of studies
- Application for Withdrawal from the University
- Application for Inter/intra school transfer
- Application for Clearance from the University
- Caution money refund application.
- Students' fees refunds claim
- Application for graduation
- Application for certificates and transcripts
- Application for reissuance of transcripts
- Application for remarking
- Application for replacement of an Examination card in case of loss or defacement
- Application for special Examinations/incomplete results
- Application for supplementary Examinations
- Registration of library users
- Disciplinary appeals
- Online clearance application
- Printing letter of offer.
- Printable clearance certificate

Staff portal
- ➢ Online Leave Application and approval
- ➢ Staff can view and retrieve/download pay slip
- ➢ Transport Requisition, Imprest Application, and Meal booking (for meetings and conferences)
- ➢ Store requisitions, P9 form downloads.
- ➢ University staff housing application
- ➢ Report submission; this should enable staff to submit any required reports to relevant offices after attending conferences and training on behalf of the board.
- ➢ Staff notice board where any information intended for staff can be posted.
- ➢ Leave application - enables staff apply for leave, view leave days' balance, approval by Head of Departments and other approvals
- ➢ Staff application for overtime request
- ➢ Online application and issuance of exams from the exams office.
- ➢ Job card for MUTES and request for production of items from MUTES
- ➢ Imprest/subsistence/claim medical claim form application – form is accessible online and filled by applicant online
- ➢ Portal allows HOD to view and approve application forms.
- ➢ Enables checking of status and shows who has approved in required status
- ➢ Give user a notification of approval.

CONSOLIDATED SENATE RUBRICS

PROPOSED EXAMINATION RUBRICS

1. Pass for first semester

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
PASS

The following *... (Number)* candidate(s) satisfied the School Board of Examiners during the 20…/20… Academic

year, First Semester Examinations in all the registered unit(s) for the _**(Name of Programme**_).

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

2. Pass for whole Academic year

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **(Name of School)**
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
PASS

The following *... (Number)* candidate(s) satisfied the School Board of Examiners during the 20…/20… Academic

year Examinations in all the registered unit(s) for the *(Name of Programme*)**.** The School Board of examiners

therefore recommends that……. *(they/he/she)* proceed to………… *(second/third/fourth)* year of study.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____ **DATE** _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY THE DEANS COMMITTEE

SIGNED_____ **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____ **DATE** _____
CHAIRPERSON, SENATE

3. Fail – Used for first semester with no recommendation

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **(Name of School)**
20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
FAIL

The following ... *(Number)* candidate(s) failed to satisfy the School Board of Examiners in the units indicated

against ……. *(their/his/her)* names during the 20…/20… Academic Year Examinations for the *(Name of*

Programme).

S/No.	Registration No.	Names	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE
SIGNED_____   **DATE** _____
CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

4. Re-sit – where a student fails two(2) or less units in an academic year containing a
   recommendation.

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **(Name of School)**
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
RE-SIT EXAMINATION CARRY FORWARD

The following *... (Number)* candidate(s) failed to satisfy the School Board of Examiners in the unit(s) indicated against …… *(their/his/her)* names during the 20…/20… Academic Year. The School Board of Examiners therefore recommends that …. *(they/he/she)* re-sit(s) examinations in the unit(s) during ordinary end of semester examinations when next offered but proceed to the …..*(second/third/fourth)* year of study under regulation 11 (i) which states *"A candidate who fails two or less units in an academic year shall be allowed to proceed to the next year of study and re-sit the examinations in each of the failed units when next offered"*

S/No.	Registration No.	Names	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

5. Re-Sit – Where a student fails three(3) to five (5) units in an academic year. Contains a recommendation

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
RE-SIT EXAMINATION

The following *…* *(Number)* candidate(s) failed to satisfy the School Board of Examiners in the unit(s) indicated against ….. *(their/his/her)* name during the 20…/20… Academic year. The School Board of Examiners therefore recommends that…. *(they/he/she)* re-sit(s) examinations in the unit(s) during ordinary end of semester examinations when next offered and pass before proceeding to ………. *(second/third/fourth)* year of study under regulation 11(iii) which states *"A candidate who fails in three (3) to five (5) courses shall be required to sit for and pass the failed courses before proceeding to the next year of study."*

S/No.	Registration No.	Name	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____ **DATE** _____

 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE
SIGNED_____ **DATE** _____
CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____ **DATE** _____
CHAIRPERSON, SENATE

6. Special Examinations

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
SPECIAL EXAMINATIONS

The following ... *(Number)* candidate(s) failed to sit for examinations in the unit(s) indicated against……

(their/his/her) name(s) during the 20…/20… Academic Year Examinations for the ***(Name of Programme)*** on

Financial/Medical/Compassionate grounds *(one of them)*. The School Board of Examiners therefore recommends

that ……. *(they/he/she)* sit(s) special examinations in the unit(s) when next offered.

S/No.	Registration No.	Names	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____ **DATE** _____
 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE

SIGNED_____ **DATE** _____
CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____ **DATE** _____
CHAIRPERSON, SENATE

7. Retake Course – where a student fails to register for a semester

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **(Name of School)**
20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
RETAKE COURSE

The following *... (Number)* candidate(s) failed to register for course(s) indicated against ….. *(their/his/her)* name(s)

during the 20…/20… Academic Year *(Semester)*. The School Board of Examiners therefore recommends that …….

(they/he/she) retake(s) the course(s) when next offered under regulation 9 (ii) of the examination regulations which

states **"A candidate who fails to register for any given semester within the prescribed registration period,**

shall be required to retake the course(s) when next offered."

S/No.	Registration No.	Names	Unit Code	Unit Title

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
………………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY THE DEANS COMMITTEE
SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

8. Retake Course – Where a student fails to attend two-thirds of lectures

MURANG'A UNIVERSITY OF TECHNOLOGY

SCHOOL OF **(Name of School)**
20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
RETAKE COURSE

The following ... *(Number)* candidate(s) failed to attend two-thirds of lectures for unit(s) indicated against ……

(their/his/her) name(s) during the 20…/20… Academic Year *(Semester)*. The School Board of Examiners therefore

recommends that …… *(they/he/she)* retake(s) the course (s) when next offered under regulation 9 (i) of the

examination regulations which states **"A candidate who has registered for a course and fails to meet two-thirds**

class attendance requirement, shall be required to retake the course(s) when next offered."

S/No.	Registration No.	Names	Unit Code	Unit Title

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

9. Repeat course – where a student has failed re-sit exams twice

MURANG'A UNIVERSITY OF TECHNOLOGY

SCHOOL OF **(Name of School)**

20---/20-- ACADEMIC EXAMINATION RESULTS

Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**

FIRST YEAR

REPEAT COURSE(S)

The following ... *(Number)* candidate(s) failed to satisfy the School Board of Examiners in the unit(s) indicated

against…… *(their/his/her)* name(s) after two re-sit attempts. The School Board of Examiners therefore recommends

that…. *(they/he/she)* repeat(s) the course (s) when next offered under regulation 10 (i) which states **"A candidate**

who fails a re-sit examination twice shall be required to repeat the course."

S/No.	Registration No.	Names	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF

……………………………………..

SIGNED_____ **DATE** _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY THE DEANS COMMITTEE

SIGNED_____ **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS

SIGNED _____ **DATE** _____

CHAIRPERSON, SENATE

10. Discontinuation – Where a student fails 6 or more units in an academic year

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC EXAMINATION RESULTS
Programme e.g. MASTER OF PUBLIC ADMINISTRATION
FIRST YEAR
DISCONTINUATION

The following ... *(Number)* candidate(s) failed to satisfy the School Board of Examiners in the unit(s) indicated

against ….. *(their/his/her)* name(s) during the 20…/20… Academic Year. The School Board of Examiners therefore

recommends that….. (they/he/she) are/is discontinued under regulation 13 (i) which states that *"A candidate who*

fails six (6) or more units in an academic year shall be discontinued from the programme."

S/No.	Registration No.	Names	Unit Code	Unit Title

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE** _____

 DEAN, SCHOOL OF …………………………………….

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

11. Revoke admission – Where a student fails to take up admission

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
REVOKE ADMISSION

The following *... (Number)* candidate(s) failed to take up the offer at the University for a course leading to award

of ….*(Name of programme)* during the 20…/20… Academic Year. The School Board of Examiners therefore

recommends that ….. *(their/his/her)* admission be revoked.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ……………………………………

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

12. Defer Admission – Where a new student pushes his/her admission date to another period

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC EXAMINATION RESULTS
***Programme* e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
DEFER ADMISSION

The following ... *(Number)* candidate(s) deferred admission to the 20…/20… Academic Year on

Financial/Medical/Compassionate grounds. The School Board of Examiners therefore recommends that ……

(they/he/she) are/is readmitted in the 20... /20… academic year.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF …………………………………
APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

13. Academic leave – Used when a continuing student requests for leave from the university for a period of time

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
ACADEMIC LEAVE

The following ... *(Number)* candidate(s) took academic leave during the 20…/20… Academic Year on

Financial/Medical/Compassionate grounds. The School Board of Examiners therefore recommends that…….

(they/he/she) be readmitted in the 20…/20… academic year.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE** _____

 DEAN, SCHOOL OF ………………………..
APPROVED BY THE DEANS COMMITTEE
SIGNED_____   **DATE** _____
CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

14. Withhold – Used when a student's examination results are withheld

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **(Name of School)**
20---/20-- ACADEMIC EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
WITHHOLD

The following *... (Number)* candidate's examination results in the unit(s) indicated against …….. *(their/his/her)*

names were withheld pending determination of examination irregularity case by the student disciplinary committee.

S/No.	Reg. No.	Name	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………..
APPROVED BY THE DEANS COMMITTEE
SIGNED_____   **DATE** _____
CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

15. Nullification – Used when the student disciplinary committee has rendered a verdict that examination results are nullified due to irregularity

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC EXAMINATION RESULTS
Programme e.g. MASTER OF PUBLIC ADMINISTRATION
FIRST YEAR
NULLIFICATION

The following ... *(Number)* candidate's examination results in the unit(s) indicated against …… *(their/his/her)* names were nullified as determined by the student disciplinary committee due to examination irregularity. The student shall be required to retake the unit when next offered.

S/No.	Reg. No.	Name	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………..
APPROVED BY THE DEANS COMMITTEE
SIGNED_____   **DATE** _____
CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

16. Suspension – Used when a student has been suspended from the university

MURANG'A UNIVERSITY OF TECHNOLOGY

SCHOOL OF **(Name of School)**

20---/20-- ACADEMIC EXAMINATION RESULTS

Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**

FIRST YEAR

SUSPENSION

The following ... *(Number)* candidate(s) …….. *(was/were)* suspended from the University during the 20../20…

academic year on disciplinary grounds. …… *(They/he/she)* shall be readmitted during the 20…/20… academic

year.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF

……………………………………..

SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………..

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS

SIGNED _____   **DATE** _____

CHAIRPERSON, SENATE

17. Expulsion – Used when a student has been expelled from the university

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC EXAMINATION RESULTS
Programme e.g. MASTER OF PUBLIC ADMINISTRATION
FIRST YEAR
EXPULSION

The following ... *(Number)* candidate(s) ……….. *(was/were)* expelled from the University during the 20../20…

academic year on disciplinary grounds. The School Board of examiners therefore recommends that … *(they/he/she)*

… *(are/is)* removed from the nominal roll.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………..

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

18. Deceased – Used when a student passes away

MURANG'A UNIVERSITY OF TECHNOLOGY

SCHOOL OF **(Name of School)**

20---/20-- ACADEMIC EXAMINATION RESULTS

Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**

FIRST YEAR

DECEASED

The following ... *(Number)* candidate(s) passed away during the 20../20.. academic year. The School Board of

Examiners therefore recommends that…….

i)   (*They/he/ she*) (*is/ are*) awarded the degree of (*Name of programme)* posthumously

ii)   (*Their/his/her*) results are approved posthumously

iii)   (*Are/is*) removed from the nominal roll.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF

………………………………………..

SIGNED_____   **DATE** _____

 DEAN, SCHOOL OF ………………………..

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS

SIGNED _____   **DATE** _____

CHAIRPERSON, SENATE

19. Transfer– used when a student transfers either from one programme to another or to another University

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
TRANSFER

The following ... *(Number)* candidate(s) transferred to…………. *(name of programme/university)* during the

20…/20… Academic Year.The School Board of Examiners therefore recommends that …… *(they/he/she)* are/is

removed from the ………… *(programme/university nominal roll)*

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____ **DATE** _____

 DEAN, SCHOOL OF …………………………………
APPROVED BY THE DEANS COMMITTEE
SIGNED_____ **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____ **DATE** _____
CHAIRPERSON, SENATE

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **ENGINEERING AND TECHNOLOGY**
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS
Programme **e.g. BACHELOR OF SCIENCE IN MECHATRONICS ENGINEERING**
FIRST YEAR
SUPPLEMENTARY EXAMINATION

The following … (Number) candidate(s) failed to satisfy the School Board of Examiners in the unit(s) indicated against their names during the 20…/20… Academic year. The School Board of Examiners therefore recommends that they sit examinations in the unit(s) during supplementary examinations under engineering curriculum regulation which states that "**A candidate who fails up to five units in an academic year shall be allowed to sit the examinations in each of the failed units during supplementary examinations period**"

S/No.	Reg. No.	Name	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY THE DEANS COMMITTEE
SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **ENGINEERING AND TECHNOLOGY**
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS
Programme **e.g. BACHELOR OF SCIENCE IN MECHATRONICS ENGINEERING**
FIRST YEAR

REPEAT YEAR

The following …(Number) candidate(s) failed to satisfy the School Board of Examiners in the unit(s) indicated against their names during the 20…/20… Academic year. The School Board of Examiners therefore recommends that they repeat the failed units under engineering curriculum regulation which states that "**A candidate who fails in six or seven units per academic year in an Ordinary University Examination shall be required to repeat the academic year and repeat the failed units**

without proceeding to the next year of study"

S/No.	Reg. No.	Name	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **ENGINEERING AND TECHNOLOGY**
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS
Programme **e.g. BACHELOR OF SCIENCE IN MECHATRONICS ENGINEERING**
FIRST YEAR

DISCONTINUATION

The following …(Number) candidates failed to satisfy the School Board of Examiners in the unit(s) indicated against their names during the 20…/20… Academic year. The School Board of Examiners therefore recommends that they are discontinued under engineering curriculum regulation which states that "**A candidate who fails eight (8) or more units in an academic year shall be discontinued from the programme**"

S/No.	Reg. No.	Name	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE
SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

Note:

These examination regulations are applicable in the following programmes:

1. BSc. Electrical and Electronics Engineering
2. BSc. Civil Engineering
3. BSc. Mechatronics Engineering
4. BSc. Mechanical Engineering

20. Re-Sit – Where a student fails unit(s) in the final year of study. Contains a
recommendation

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS
Programme **e.g. BACHELOR OF COMMERCE**
FOURTH YEAR
RE-SIT EXAMINATION

The following ... *(Number)* candidate(s) failed to satisfy the School Board of Examiners in the unit(s) indicated against ….. *(their/his/her)* name during the 20…/20… Academic year. The School Board of Examiners therefore recommends that…. *(they/he/she)* re-sit(s) examinations in the unit(s) during ordinary end of semester examinations when next offered and pass before graduating under regulation 11(vii) which states ***"A candidate who fails in any courses in the final year of study shall be required to sit for and pass the failed courses before graduating."***

S/No.	Registration No.	Name	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
REPEAT UNIT(S)

The following …(Number) candidate(s) failed to satisfy the School Board of Examiners in the unit(s) indicated against their names during the 20…/20… Academic year. The School Board of Examiners therefore recommends that they repeat the failed unit(s) under regulation xxx which states that **"yyy"**

S/No.	Registration No.	Names	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

The following ... *(Number)* candidate(s) took academic leave during the 20…/20… Academic Year on

Financial/Medical/Compassionate grounds. The School Board of Examiners therefore recommends that…….

(they/he/she) be readmitted in the 20…/20… academic year.

S/No.	Reg. No.	Name	Academic ground
1.	AS263/0001/2022	Mike ben	**Financial**
2.	AS263/0004/2022	Mike shoe	**Financial**
3.	AS263/00092022	Babu shwan	**Compassionate**

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF

…………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………..

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

21.Pass for REPEAT examination

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
PASS

The following ... *(Number)* candidate(s) satisfied the School Board of Examiners during the 20…/20… Academic

year, REPEAT Examinations *(**Name of Programme***).

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

22.Pass for RE-sit examination

MURANG'A UNIVERSITY OF TECHNOLOGY

SCHOOL OF (Name of School)

20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS

Programme e.g. MASTER OF PUBLIC ADMINISTRATION

FIRST YEAR

PASS

The following ... *(Number)* candidate(s) satisfied the School Board of Examiners during the 20…/20… Academic

year, Re-sit Examinations *(**Name of Programme**)*.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF

………………………………………..

SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS

SIGNED _____   **DATE** _____

CHAIRPERSON, SENATE

23.Pass for RETAKE examination

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **(Name of School)**
20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
PASS

The following ... *(Number)* candidate(s) satisfied the School Board of Examiners during the 20…/20… Academic

year, RETAKE Examinations *(**Name of Programme***).

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE

SIGNED_____   **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

Pass for **SUPPLEMENTARY** examination

MURANG'A UNIVERSITY OF TECHNOLOGY

SCHOOL OF (Name of School)
20---/20-- ACADEMIC YEAR FIRST SEMESTER EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
PASS

The following ... *(Number)* candidate(s) satisfied the School Board of Examiners during the 20…/20… Academic

year, SUPPLEMENTARY Examinations *(**Name of Programme**)*.

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____ **DATE** _____

 DEAN, SCHOOL OF ………………………….
APPROVED BY THE DEANS COMMITTEE
SIGNED_____ **DATE** _____

CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____ **DATE** _____
CHAIRPERSON, SENATE

1. Transfer– used when a student transfers either from one programme to another or to another University

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF (Name of School)
20---/20-- ACADEMIC EXAMINATION RESULTS
Programme **e.g. MASTER OF PUBLIC ADMINISTRATION**
FIRST YEAR
TRANSFER

The following *... (Number)* candidate(s) transferred to…………. *(name of programme/university)* during the

20…/20… Academic Year.The School Board of Examiners therefore recommends that …… *(they/he/she)* are/is

removed from the ………… *(programme/university nominal roll)*

S/No.	Reg. No.	Name
1.		
2.		
3.		

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF …………………………………
APPROVED BY THE DEANS COMMITTEE
SIGNED_____   **DATE** _____
CHAIRPERSON, DEANS COMMITTEE

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

24. Withdraw Rubrics – Where a student withdraw from the University. Contains a recommendation Withdraw Rubrics –

MURANG'A UNIVERSITY OF TECHNOLOGY
SCHOOL OF **(Name of School)**
20---/20-- ACADEMIC YEAR EXAMINATION RESULTS

Withdrawal Rubrics

The following … (Number) student(s) during the 20…/20… Academic Year withdrew from the University. The School Board of Examiners therefore recommends that …… (they/he/she) are/is removed from the ………… (programme/university nominal roll)

S/No.	Registration No.	Name	Unit Code	Unit Title
1.				
2.				
3.				

APPROVED BY THE BOARD OF EXAMINERS, SCHOOL OF
……………………………………..
SIGNED_____   **DATE**   _____

 DEAN, SCHOOL OF ………………………….

APPROVED BY SENATE BOARD OF EXAMINERS
SIGNED _____   **DATE** _____
CHAIRPERSON, SENATE

0-----0------0------0-------0------0-------0-------0-------0------0-------0------0-------0------0-------0------0-------0------0-------0

6.2 Software Items Summary

S/No	Description of ERP Items	Quantity
1	Supply, installation, Configuration, testing, training and commissioning of an enterprise resource planning (ERP) of all the modules specified, any other cost of the additionalmodules	1
2	Training, Skills Transfer and setup of a knowledge center	1
	Total	
	Grand Total	

0-----0------0------0-------0------0-------0-------0-------0------0-------0------0-------0------0-------0------0-------0------0-------0

Insurance

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

Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it to any third party without the Client's priorwritten consent.

Staff to Implement the Project

The consultant shall provide names of staff implementing the project and their competence and areas they will be handling. No change of implementing team shall be made without written consent of the client.

0………………0…………0………………0………….0………………0………….0………………0………….0

A. Implementation Schedule

Notes on preparing the Implementation Schedule *the Implementation Schedule summarize when and where Installation, and Operational Acceptance should take place for all Sub systems and/ or major components of theSystem, and for the overall System it self–as well as any other major Contract milestones.*

Note: The delivery date is not presented in the Implementation Schedule. Under Incoterms 2010 for CIP, Delivery refers to the date when the Supplier delivers the goods to the first carrier at the port of embarkation, not to the arrival of the goods at the destination site. Delivery (shipment) date therefore varies according to the country of origin of the

goods and the Supplier's chosen method of transport.

The target dates need to be realistic and achievable in light of the capacity of both the average Supplier and the Procuring Entity to carry out their respective contract obligations. Also, the Procuring Entity must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the tendering document, especially in the GCC/SCC (e.g., and/ or times specified for the submission and acceptance of the Agreed Project Plan). The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the Contract - but not so detailed that it unnecessarily constrains tenderers from organizing the proposed work in the most efficient and effective manner.

To facilitate the tendering and the contract management processes, the Implementation Schedule, the System Inventory Tables and Price Schedules should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Sub system, as well as the quantities of each item required (for the supply and install cost items as well as their current cost items). For each System Inventory Table there should be a corresponding Price Schedule that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the changes of obtaining complete and comparable tenders (and ease the tender evaluation process) as well as improving the likelihood that the Procuring Entity's and Supplier's interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the Information System).
The sample tables comprise:

   a)   *An Implementation Schedule Table;*
   b)   *A Site Table(s); and*
   c)   *A Table of Holidays and other Non-Working Days.*

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text in the tables is illustrative only and should be modified or deleted as appropriate. The timings stated in the Implementation Schedule should be specified in weeks from Contract Effectiveness. This will ease the maintenance of the tendering documents during the preparation and tendering processes.

Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages maybe applied in the event of implementation delays arising from the actions of the Supplier (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the Procuring Entity to ensure contract discipline by the Supplier- but not so many that they unnecessarily strain the Procuring Entity-Supplier relationship upon which the successful implementation of the Information System will invariably depend.

The Site Table(s) catalog the physic allocation of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of a number of branches offices in remote regions, different departments or offices in the same city, or a combination of these. The Procuring Entity must specify this information in sufficient detail so that Tenderers can accurately estimate costs related to:

   a)   *Delivery and insurance;*
   b)   *Installation, including cabling and inter-building communications, etc.*
   c)   *Perform support services, such as warranty defect repair, maintenance, and other technical support services; and*
   d)   *Other related Service obligations the successful Tenderer will have to perform under the Contract, including related travel and subsistence costs.*

This information will also help Tenderers identify which site(s) may warrant a site visit during the period they are preparing their tenders. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.

i) **Implementation Schedule Table**

*[Specify **desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.***]*

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Tenderer to specify in the Preliminary Project Plan)	Installation (weeks fromEffective Date)	Acceptance (weeks fromEffective Date)	Liquidated Damages Milestone
0	Project Plan	- -	- -		- -	W_	no
1	Subsystem 1	1	___		- -	- -	- -
:	etc.						
x	Operational Acceptance of the Systemas an integrated whole	- -	all sites		- -	W	yes
y	Recurrent Cost Items – Warranty Period	y	- -				

Note: The System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.

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

ii) **SITE TABLE(S)**

[Specify: the detailed information regarding the site(s) at which the System is to be operated]

Site Code	Site	City / Town / Region	Primary Street Address	Drawing Reference No.(if any)
HQ	Headquarters			
R1	Region 1			
R1.1	Region 1 Head Office			
R1.2	ABC Branch Office			
R1.3	DEF Branch Office			

III) TABLE OF HOLIDAYS AND OTHER NON – WORKING DAYS

[Specify: the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).]

Month	20xy	20xy+1	20xy+2	....			...	20zz
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

B. **System Inventory Tables**

Notes on preparing the System Inventory Tables

The System Inventory Tables detail:

a)   for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;

b)   the quantities of such Information Technologies, Materials, and other Goods and Services;

c)   the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)

d)   the cross references to the relevant section of the Technical Requirements where that item is described in greater detail.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost itemsand the second for recurrent cost items needed (if any). The second version of the table permits the Procuring Entityto obtain price information about items that are needed during the Warranty Period.

_A._ System Inventory Table (Supply and Installation Cost ITEMS) [_insert: **identifying NUMBER**]_

Line-item number: [_specify: **relevant line-item number from the Implementation Schedule (e.g., 1.1)**]_
[as necessary for the supply and installation of the System, specify: **the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed.** Repeat the System Inventory Table as needed to cover

each and every line item in the Implementation Schedule that requires elaboration.]

Component No.	Component		Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Subsystem 1			- -	- -
1.1	_____				- -
:					
2.	Subsystem 2				- -
2.1	_____				- -
:					

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

B. **SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS)** [*INSERT: IDENTIFYING NUMBER]*–Line-item number: *[specify: relevant line-item number from the Implementation Schedule (e.g., y.1)]*

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3

			all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included inthe Supply and Install Price
1.	Warranty Defect Repair		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included inthe Supply and Install Price
2.	Software/Firmware Licenses and Updates:		all items, all sites, included in the Supply and Install Price	all items, all sites, included in the Supply and Install Price	all items, all sites, included inthe Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		----days	----days	----days
3.2	Sr. Programmer		----days	----days	----days
3.3	Sr. Network Specialist, …. etc.		----days	----days	----days
	…				

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1.   Definitions

1.1   In this Contract, the following terms shall be interpreted as indicated below.

a)   Contract Elements

i)   "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

ii)   "Contract Documents" means the documents specified in Article1.1(Contract Documents) of the Contract Agreement (including any amendments to these Documents).

iii)   "Contract Agreement" means the agreement entered into between the Procuring Entity and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the tender documents and any modifications to this form agreed to by the Procuring Entity and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

iv)   "GCC" means the General Conditions of Contract.

v)   "SCC" means the Special Conditions of Contract.

vi)   "Technical Requirements" means the Technical Requirements in Section VII of the tendering documents.

vii)   "Implementation Schedule" means the Implementation Schedule in Section VII of the tendering documents.

viii)   "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

ix)   "Procurement Regulations" refers to the Regulations issued under the Public Procurement and Asset Disposal Act (2015).

x)   "tendering documents" refers to the collection of documents issued by the Procuring Entity to instruct and inform potential suppliers of the processes for tendering, selection of the winning tender, and Contract formation, as well as the contractual conditions governing the relationship between the Procuring Entity and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the tendering documents reflect the Procurement Regulations that the Procuring Entity is obligated to follow during procurement and administration of this Contract.

b)   Entities

i)   "Procuring Entity" means the entity purchasing the Information System, as **specified in the SCC.**

ii)   "Project Manager" means the person **named as such in the SCC** or otherwise appointed by the Procuring Entity in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Procuring Entity.

iii)   "Supplier" means the firm or Joint Venture whose tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

iv)   "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Procuring Entity in the manner provided in GCC Clause18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

v)   "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is sub contracted directly or indirectly by the Supplier.

vi)   "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Procuring Entity and the Supplier to make a decision on or to settle any

Dispute between the Procuring Entity and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

c)   Scope

i)   "Information System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

ii)   "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.

iii)   "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.

iv)   "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.

v)   "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre- commissioning, Commissioning, maintenance, and technical support.

vi)   "The Project Plan" means the document to be developed by the Supplier and approved by the Procuring Entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's tender. The "Agreed Project Plan" is the version of the Project Plan approved by the Procuring Entity, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

vii)   "Software" means that part of the System which are instructions that cause information processing Sub systems to perform in a specific manner or execute specific operations.

viii)   "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.

ix)   "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.

x)   "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

xi)   "Standard Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.

xii)   "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.

xiii)   "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

xiv) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Procuring Entity under the Contract.

xv) "Standard Materials" means all Materials not specified as Custom Materials.

xvi) "Custom Materials" means Materials developed by the Supplier at the Procuring Entity's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

xvii) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extractor re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter in to computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize orassign others to do so.

xviii) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required inor for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.

d)   Activities

i)   "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the current edition Incoterms specified in the Contract.

ii)   "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

iii)   "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).

iv)   "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test (s).

v)   "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Sub system, is able to attain the functional and performance requirements specified in the Technical Requirements andAgreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

vi)   "Operational Acceptance" means the acceptance by the Procuring Entity of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause27.3(Operational Acceptance).

e)   Place and Time

i)   "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

ii)   **Unless otherwise specified in the SCC** "Project Site (s)" means the place (s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.

iii)   "Eligible Country" means the countries and territories eligible for participation in procurements.

iv)   "Day" means calendar day of the Gregorian Calendar.

v)   "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in Kenya.

vi)   "Month" means calendar month of the Gregorian Calendar.

vii)   "Year" means twelve (12) consecutive Months.

viii) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Datefor Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Sub system(s).

ix) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Procuring Entity and Supplier in relation to the System, as **unless otherwise specified in the SCC,** the Contract shall continue in force until the Information System and all theServices have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract**.**

x) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Sub system(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Sub-system[s]) as provided in GCC Clause 29 (Defect Liability).

xi) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/ or technical support services (if any) must be available.

xii) The Post-Warranty Services Period" means the number of years **defined in the SCC** (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/ or technical support services for the System, eitherunder this Contractor under separate contract(s).

2.   Contract Documents

2.1   Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3.   Interpretation

3.1   Governing Language

3.1.1   All Contract Documents and related correspondence exchanged between Procuring Entity and Supplier shall bewritten in **the English Language** of these tendering documents**,** and the Contract shall be construed and interpreted in accordance with that language.

3.1.2   If any of the Contract Documents or related correspondence are prepared in a language other than the EnglishLanguage under GCC Clause 3.1.1 above, the translation of such documents into the **English** language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costsand risks of such translation.

3.2   Singular and Plural The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3   **Headings**

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part ofthe Contract nor affect its interpretation.

3.4   **Persons**
Words importing persons or parties shall include firms, corporations, and government entities.

3.5   **Incoterms**
Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms. Incoterms means international rulesfor interpreting trade terms

published by the International Chamber of Commerce (latest edition), 38 Colors Albert 1er, 75008 Paris, France.

3.6   **Entire Agreement**
The Contract constitutes the entire agreement between the Procuring Entity and Supplier with respect to thesubject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

3.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

3.8 Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Sub contractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Procuring Entity, and nothing contained in the Contractor in any sub contractawarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Sub contractors and the Procuring Entity.

3.9 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one of such firms to actas a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Procuring Entity.

3.10 Non-waiver

3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.10.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated andsigned by an authorized representative of the party granting such waiver, and must specify the right and theextent to which it is being waived.

3.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisionsand conditions of the Contract.

3.12 Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose orutility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shallbe sent, pursuant to GCC Clause 4.3 below, by personal delivery, air mail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by air mail or special courier.

4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

4.1.4   Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2   Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3   Pursuant to GCC Clause 18, notices from/to the Procuring Entity are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Procuring Entity or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of the Procuring Entity are as **specified in the SCC** or as subsequently established/ amended. The address of the Supplier's Representative and the fall back address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5.   Governing Law

5.1   The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

5.2   Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya when
  a   As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
  b   by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

6   Fraud and Corruption

6.1   The Procuring Entity requires compliance with the laws of Kenya on Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in its statutes.

6.2   The Procuring Entity requires the Suppliers 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.

B. SUBJECT MATTER OF CONTRACT

7   Scope of the System

7.1   Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's obligations cover the provision fall Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

7.2   The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and Materials were expressly mentioned in the Contract.

7.3   The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's tender, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), areas **specified in the SCC,** including the relevant terms, characteristics, and timings.

8 Time for Commencement and Operational Acceptance

8.1 The Supplier shall commence work on the System with in the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall there after proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

8.2 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time forOperational Acceptance of such Sub system (s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within suchextended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

9 Supplier's Responsibilities

9.1 The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and withthe skill and care expected of a competent provider of information technologies, information systems, support,maintenance, training, and other related services, or in accordance with best industry practices. In particular,the Supplier shall provide and employ only technical personnel who are skilled and experienced in the irrespective callings and supervisory staff who are competent to adequately supervise the work at hand.

9.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring Entity and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

9.3 The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within thetime schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.

9.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Kenya that are necessary for the performance of theContract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permitsfor all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licensesthat are not the responsibility of the Procuring Entity under GCC Clause 10.4 and that are necessary for the performance of the Contract.

9.5 The Supplier shall comply with all laws in force in Kenya. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring Entity from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature a rising or resulting from the violation of such laws bythe Supplier or its personnel, including the Sub contractors and their personnel, but without prejudice to GCCClause 10.1. The Supplier shall not indemnify the Procuring Entity to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.

9.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

9.7 Any Information Technologies or other Goods and Services that will be incorporated in or be required for theSystem and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be anEligible Country, as defined in GCC Clause 1.1 (e) (iv).

9.8 Pursuant to paragraph 2.2e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspectthe 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 the PPRA if requested bythe PPRA. The Supplier's and its Sub contractors' and sub-consultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the PPRA's prevailing sanctions procedures).

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

9.10   **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10   Procuring Entity's Responsibilities

10.1   The Procuring Entity shall ensure the accuracy of all information and/or data to be supplied by the Procuring Entity to the Supplier, except when otherwise expressly stated in the Contract.

10.2   The Procuring Entity shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1(b).

10.3   The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other are as reasonably required for the proper execution of the Contract.

10.4   If requested by the Supplier, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or under takings require the Supplier or Sub contractors or the personnel of the Supplier or Sub contractors, as the case may be, to obtain.

10.5   In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6   The Procuring Entity shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring Entity may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7   Unless otherwise specified in the Contractor agreed upon by the Procuring Entity and the Supplier, the Procuring Entity shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.

10.8   The Procuring Entity will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

10.9   The Procuring Entity assumes primary responsibility for the Operational Acceptance Test (s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in anyway the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10   The Procuring Entity is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

10.11   All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Procuring Entity, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test (s), in accordance with GCC Clause 27.2.

10.12   **Unless otherwise specified in the SCC** the Procuring Entity shall have no other Procuring Entity responsibilities.

C.   Payment

11   Contract Price

11.1   The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2   Unless an adjustment clause is **provided for in the SCC,** the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause 39 or to other clausesin the Contract;

11.3   The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price,which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

11.4   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 Bill of Quantities or schedule ofrates 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: *(corrected tender price–tender price)/ tender price X 100.*

12   Terms of Payment

12.1   The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoicedescribing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the Contract. The Contract Price shall be paid as **specified in the SCC.**

12.2   No payment made by the Procuring Entity herein shall be deemed to constitute acceptance by the Procuring Entity of the System or any Sub system (s).

12.3   Payments shall be made promptly by the Procuring Entity, but in no case later than (sixty (60) days after submission of a valid invoice and upon satisfactorily performance of the contractual obligations by the Supplier. In the event that the Procuring Entity fails to make any payment by its respective due date or within the periodset forth in the Contract, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate (s) **specified in the SCC** for the period of delay until payment has been made in full, whetherbefore or after judgment or arbitration award.

12.4   Payments shall be made in the currency (ies) specified in the Contract Agreement, pursuant to GCC Clause 11.For Goods and Services supplied locally, payments shall be made **as specified in the SCC.**

12.5   **Unless otherwise specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside Kenya shall be made to the Supplier through an irrevocable Form of credit opened by anauthorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents.It is agreed that the Form of credit will be subject to Article10 of the latest revision of *Uniform Customs andPractice for Documentary Credits*, published by the International Chamber of Commerce, Paris.

13   Securities

13.1   Issuance of Securities
The Supplier shall provide the securities specified below in favor of the Procuring Entity at the times and in theamount, manner, and form specified below.

13.2   Advance Payment Security

a)   Unless otherwise specified in the SCC, the Supplier shall provide within twenty-eight (28) days of the notification ofContract award an Advance Payment Security in the amount and currency of the Advance Payment specifiedin SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

b)   The security shall be in the form provided in the tendering documents or in another form acceptable to the Procuring Entity. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Procuring Entity. **Unless otherwise specified in the SCC,** the reduction in value and expiration of the Advance Payment Security are calculated as follows:

P*a/(100-a), where "P" is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and "a" is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause12.1.

The security shall be returned to the Supplier immediately after its expiration.

13.3   Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the tendering documents, or it shall be in another form acceptable to the Procuring Entity.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) daysafter its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount specified in theSCC, on the date of the Operational Acceptance, so that the reduced security would only cover the remainingwarranty obligations of the Supplier.

14   Taxes and Duties

14.1   For Goods or Services supplied from outside and inside Kenya, the Supplier shall be entirely responsible for alltaxes, stamp duties, license fees, and other such levies imposed outside Kenya and inside Kenya, and these dutiesor taxes shall be made part of the Contract Price in Article 2 of the Contract Agreement and the Price Scheduleit refers to, in which case the duties and taxes will be the Supplier's responsibility.

14.2   For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Procuring Entity. The only exception aretaxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on theinvoices and provided they apply in Kenya, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

14.3   If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Kenya, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

14.4   For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in Kenya (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Sub contractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D.   Intellectual Property

15   Copyright

15.1   The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

15.2   The Procuring Entity agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause16, except that additional copies of Standard Materials may be madeby the Procuring Entity for use within the scope of the project of which the System is apart, in the event thatthe Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3   The Procuring Entity's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant licenseagreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., areorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity)**.**

15.4 **Unless otherwise specified in the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contractor on creation of the rights (if later than the date of this Contract), vest in the Procuring Entity. The Supplier shalldo and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring Entity may consider necessary or desirable to perfect the right, title, and interest of the Procuring Entity in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of am or alright in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring Entity and where permitted by applicable law, ensure that the holder of such a moral right waives it.

15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

16 Software License Agreements

16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier here by grants to the Procuring Entity license to access and use the Software, including all inventions, designs,and marks embodied in the Software.

Such license to access and use the Software shall:

a) be:

    i. non-exclusive;

    ii. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCCClauses 41.1 or 41.3);

    iii. **unless otherwise specified in the SCC** valid throughout Kenya;

    iv. **unless otherwise specified in the SCC subject** to NO additional restrictions.

b) Permit the Software to be:

i. used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's tender), plus a backup computer(s) of the same or similar capacity, if theprimary is (are) in operative, and during a reasonable transitional period when use is being transferred between primary and back up;

ii. used or copied for use on or transferred to are placement computer (s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's tender specifies a class of computer to which the license is restricted, thereplacement computer (s) is (are) within that class;

iii. if the nature of the System is such as to permit such access, accessed from other computers connected to theprimary and/or back up computer (s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

iv. reproduced for safe keeping or back up purposes;

v. customized, adapted, or combined with other computer software for use by the Procuring Entity, provided thatderivative software incorporating any substantial part of the delivered, restricted Software shall be subject tosame restrictions as a reset forth in this Contract;

vi. **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their sub-contractors, (and the Procuring Entity may sub-license such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject tothe same restrictions as a reset forth in this Contract; and

vii. **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2   TheSupplierhastherighttoaudittheStandardSoftwaretoverifycompliancewiththeabovelicenseagreements.
Unless otherwise specified in the SCC, the Procuring Entity will make available to the Supplier, within seven
(7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Procuring Entity and the Supplier, Procuring Entity will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

17   Confidential Information

17.1   **Unless otherwise specified in the SCC,** the" Receiving Party" (either the Procuring Entity or the Supplier) shallkeep confidential and shall not, without the written consent of the other party to this Contract ("the DisclosingParty"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

17.2   For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring Entity or the Procuring Entity's use of the System.

17.3   Notwithstanding GCC Clauses 17.1 and 17.2:

   a)   the Supplier may furnish to its Subcontractor Confidential Information of the Procuring Entity to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

   b)   the Procuring Entity may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and a tenderer by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

17.4   The Procuring Entity shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring Entity's prior written consent, use any Confidential Information received from the Procuring Entity for any purpose other than those that are requiredfor the performance of the Contract.

17.5   The obligation of a party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:
   a)   Now or hereafter enters the public domain through no fault of the Receiving Party;
   b)   can be proven to have been possessed by the Receiving Party at the time of disclosure and that was notpreviously obtained, directly or indirectly, from the Disclosing Party;
   c)   otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

17.6   The above provisions of this GCC Clause17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any partthereof.

17.7   **Unless otherwise specified in the SCC**, the provisions of this GCC Clause17 shall survive the termination, forwhatever reason, of the Contract for three (3) years.

E.   Supply, Installation, Testing, Commissioning, and Acceptance of the System
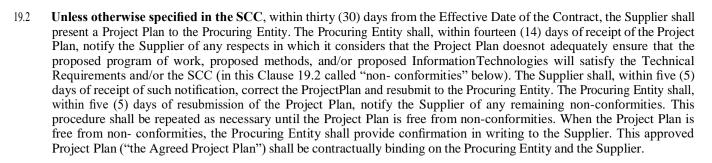
18   Representatives

18.1   Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, theProcuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The

Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by theSupplier. **Unless otherwise specified in the SCC (if any)**, the Project Manager shall have the authority to represent the Procuring Entity on all day-to-day matters relating to the System or arising from the Contract,and shall normally be the person giving or receiving notices on behalf of the Procuring Entity pursuant to GCC Clause4.

18.2   Supplier's Representative

18.2.1   If the Supplier's Representative is not named in the Contract, then with in fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Procuring Entity in writingto approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for thenominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If the Procuring Entity does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity objects to the appointment within fourteen (14) days giving the reason therefor, thenthe Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with thisGCC Clause 18.2.1.

18.2.2   **Unless otherwise specified in the SCC** (if any), the Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shallnormally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause 4.

18.2.3   The Supplier shall not revoke the appointment of the Supplier's Representative without the Procuring Entity'sprior written consent, which shall not be unreasonably withheld. If the Procuring Entity consents to such anaction, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4   The Supplier's Representative and staff are obliged to work closely with the Procuring Entity's Project Manager and staff, act within their own authority, and a tenderer by directives issued by the Procuring Entity that areconsistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5   The Supplier's Representative may, subject to the approval of the Procuring Entity (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions,and authorities there by delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6   Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause18.2.5shall be deemed to be an act or exercise by the Supplier's Representative.

18.3   Objections and Removals

18.3.1   The Procuring Entity may by notice to the Supplier object to any representative or person employed by theSupplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may have behaved inappropriately, be incompetent, or be negligent. The Procuring Entity shall provide evidence of thesame, where upon the Supplier shall remove such person from work on the System.

18.3.2   If any representative or person employed by the Supplier is removed in accordance with GCC Clause18.3.1,the Supplier shall, where required, promptly appoint a replacement.

19   Project Plan

19.1   In close cooperation with the Procuring Entity and based on the Preliminary Project Plan included in the Supplier's tender, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/ or Technical Requirements.

19.2   **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Entity. The Procuring Entity shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan doesnot adequately ensure that the proposed program of work, proposed methods, and/or proposed InformationTechnologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called "non- conformities" below). The Supplier shall, within five (5) days of receipt of such notification, correct the ProjectPlan and resubmit to the Procuring Entity. The Procuring Entity shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non- conformities, the Procuring Entity shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Procuring Entity and the Supplier.

19.3   If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clauses 39 and 40.

19.4   The Supplier shall undertake to supply, install, test, and commission the System in accordance with the AgreedProject Plan and the Contract.

19.5   **Unless otherwise specified in the SCC**, the Supplier shall submit to the Procuring Entity Monthly Progress Reports summarizing:

i)   Results accomplished during the prior period;

ii)   cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;

iii)   corrective actions to be taken to return to planned schedule of progress; proposed revisions to plannedschedule;

iv)   other issues and outstanding problems; proposed actions to be taken;

v)   resources that the Supplier expects to be provided by the Procuring Entity and/ or actions to be taken bythe Procuring Entity in the next reporting period;

vi)   other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

19.6   The Supplier shall submit to the Procuring Entity other (periodic) reports **as specified in the SCC**.

20   Sub-contracting

20.1   Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply orservices and a list of Subcontractors for each item that are considered acceptable by the Procuring Entity. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualifiedand wishes to be added to the list for such items. The Supplier may from time to time propose additions toor deletions from any such list. The Supplier shall submit any such list or any modification to the list to the Procuring Entity for its approval insufficient time so as not to impede the progress of work on the System. The Procuring Entity shall not withhold such approval unreasonably. Such approval by the Procuring Entity of a Subcontractor (s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

20.2   The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Supplier wishes to employ a Subcontractor not solisted, or subcontract an item not so listed, it must seek the Procuring Entity's prior approval under GCC Clause 20.3.

20.3   For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the ContractAgreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifiesthe Procuring Entity in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring Entity has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontract or to which the Procuring Entity has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring Entity during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring Entity of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring Entity or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix3 of the Contract Agreement.

21   Design and Engineering

21.1   Technical Specifications and Drawings

21.1.1 The Supplier shall execute the basic and detailed design and the implementation activities necessary for

successful installation of the System in compliance with the provisions of the Contractor, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of in accurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.1.2   The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Project Manager.

21.2   Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 39.3.

21.3   Approval/ Review of Controlling Technical Documents by the Project Manager

21.3.2   **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.3   Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.4   The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.3.5   If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.6   If any dispute occurs between the Procuring Entity and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification (s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Procuring Entity has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Procuring Entity for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.7   The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.3.8   The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved

document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

22   Procurement, Delivery, and Transport

22.1   Subject to related Procuring Entity's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

22.2   Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

22.3   Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.

22.4   Packaging and Transportation

22.4.1   The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring Entity's instructions to the Supplier.

22.4.2   The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.

22.4.3   **Unless otherwise specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.

Unless otherwise specified in the SCC, the Supplier will provide the Procuring Entity with shipping and other documents, as specified below:

22.4.4   For Goods supplied from outside Kenya:
Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate, with a copy to the cargo insurance company:

a   Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

b   usual transportation documents; c
insurance certificate;

d   certificate (s) of origin; and

e   estimated time and point of arrival in Kenya and at the site.

25.5.2   For Goods supplied locally (i.e., from within Kenya):

Upon shipment, the Supplier shall notify the Procuring Entity by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate:

a   Two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;b
    Delivery note, railway receipt, or truck receipt;
c   certificate of insurance;
d   certificate (s) of origin; and
e   estimated time of arrival at the site.

25.6   Customs Clearance

a)   The Procuring Entity will bear responsibility for, and cost of, customs clearance into Kenya in accordancewith the particular Incoterm(s) used for Goods supplied from outside Kenya in the Price Schedules referred to by Article2 of the Contract Agreement.

b)   At the request of the Procuring Entity, the Supplier will make available a representative or agent duringthe process of customs clearance in Kenya for goods supplied from outside Kenya. In the event of delaysin customs clearance that are not the fault of the Supplier:

   i)   the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause40;

   ii)   the Contract Price shall be adjusted to compensate the Supplier for any additional storage chargesthat the Supplier may incur as a result of the delay.

23   Product Upgrades

23.1   At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its tender and still to be delivered, the Supplier shall be obligated to offer to the Procuring Entity the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuantto GCC Clause39 (Changes to the System).

23.2   At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring Entity any cost reductions and additional and/ or improved supportand facilities that it offers to other clients of the Supplier in Kenya, pursuant to GCC Clause39 (Changes to the System).

23.3   During performance of the Contract, the Supplier shall offer to the Procuring Entity all new versions, releases,and updates of Standard Software, as well as related documentation and technical support services, withinthirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its tender.

23.4   **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used inthe System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5   The Procuring Entity shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensivereworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of thenew version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the Procuring Entity receives a production-ready copy of a subsequent version, release, or update. The Procuring Entity shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24   Implementation, Installation, and Other Services

24.1   The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.

24.2   Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Tender) and shall not exceed the prevailing rates charged by the Supplier to other Procuring Entity's inKenya for similar services.

25   Inspections and Tests

25.1   The Procuring Entity or its representative shall have the right to inspect and/or test any components of theSystem, as specified in the Technical Requirements, to confirm their good working order and/ or conformityto the Contract at the point of delivery and/ or at the Project Site.

25.2   The Procuring Entity or its representative shall be entitled to attend any such inspections and/or tests of thecomponents, provided that the Procuring Entity shall bear all costs and expenses incurred in connection withsuch attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.3   Should the inspected or tested components fail to conform to the Contract, the Procuring Entity may rejectthe component (s), and the Supplier shall either replace the rejected component (s), or make alterations asnecessary so that it meets the Contract requirements free of cost to the Procuring Entity.

25.4   The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/ or test shall be added to the Contract Price. Further, if such inspection and/ or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.5   If any dispute shall arise between the parties in connection with or caused by an inspection and/ or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.
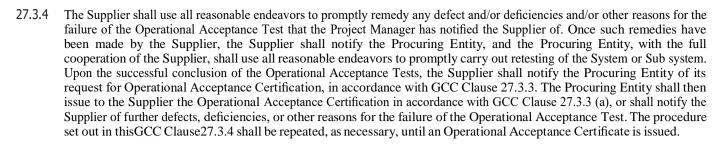
26   Installation of the System

26.1   As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, Pre- commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance withthe Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Procuring Entity in writing.

26.2   The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section inthe tendering documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Sub system is specified pursuant to the SCC for GCC Clause27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/ or deficiencies that the Project Manager has notified the Supplier of. TheSupplier shall then promptly carryout retesting of the System or Sub system and, when in the Supplier's opinion the System or Sub system is ready for Commissioning and Operational Acceptance Testing, notify the Procuring Entity in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause shall be repeated, as necessary, until an Installation Certificate is issued.

26.3   If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defectsand/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1,or ifthe Procuring Entity puts the System or a Subsystem in to production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeatednotice, or when the Procuring Entity put the System in to production operation, as the case may be.

27 Commissioning and Operational Acceptance

27.1 Commissioning

27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or

b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or

c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2 The Procuring Entity shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2 Operational Acceptance Tests

27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring Entity (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's tender, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/ or the Agreed Project Plan. At the Procuring Entity's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2 If for reasons attributable to the Procuring Entity, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Procuring Entity and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/ or the Agreed Project Plan, and GCC Clause
28.2 and 28.3 shall not apply.

27.3 Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

a the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or

b the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring Entity within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

c the Procuring Entity has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring Entity and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Procuring Entity, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

a Issue an Operational Acceptance Certificate; or

b Notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or

c Issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

27.3.4   The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring Entity, and the Procuring Entity, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Sub system. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring Entity of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Procuring Entity shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in thisGCC Clause27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
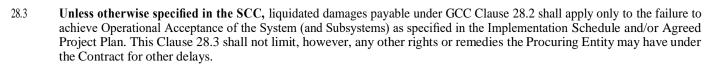
27.3.5   If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, the neither:
   a   The Procuring Entity may consider terminating the Contract, pursuant to GCC Clause 41.2.2;or

   b   If the failure to achieve Operational Acceptance within the specified time period is a result of the failure ofthe Procuring Entity to fulfill its obligations under the Contract, then the Supplier shall be deemed to havefulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.3 and 30.4 shall not apply.

27.3.6   If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the OperationalAcceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have beenaccepted as of the date of the Supplier's said notice.

27.4   Partial Acceptance

27.4.1   If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem (s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate (s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.

27.4.2   The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuantto GCC Clause 27.4.1 shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1)once all major components and Subsystems have been supplied, installed, tested, and commissioned.

27.4.3   In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have beendelivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected bythe Procuring Entity or Supplier.

F.   Guarantees and Liabilities

28   Operational Acceptance Time Guarantee

28.1   The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or withinsuch extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

28.2   **Unless otherwise specified in the SCC**, if the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within thetime for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to the Procuring Entity liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount often (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum isreached, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

28.3   **Unless otherwise specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Procuring Entity may have under the Contract for other delays.

28.4   If liquidated damages are claimed by the Procuring Entity for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Procuring Entity in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29   Defect Liability

29.1   The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

29.2   The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and in corporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

29.3   **Unless otherwise specified in the SCC,** the Supplier warrants that :(i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.

29.4   **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for thirty-six (36) months.

29.5   If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

29.6   The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
   a)   Improper operation or maintenance of the System by the Procuring Entity;
   b)   Normal wear and tear;
   c)   use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
   d)   modifications made to the System by the Procuring Entity, or a third party, not approved by the Supplier.

29.7   The Supplier's obligations under this GCC Clause 29 shall not apply to:
   a)   any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or

b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Procuring Entity or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause21.1.2.

29.8   The Procuring Entity shall give the Supplier a notice promptly following the discovery of such defect, statingthe nature of any such defect together with all available evidence. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Procuring Entity shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

29.9   The Supplier may, with the consent of the Procuring Entity, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused bythe defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Procuring Entity maygive the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, where upon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case maybe) until that part of the System passes such tests. The tests shall be agreed upon by the Procuring Entityand the Supplier.

29.10   **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the worknecessary to remedy such defect or any damage to the System caused by such defect within two weeks theProcuring Entity may, following notice to the Supplier, proceed to do such work or contract a third party (orparties) to do such work, and the reasonable costs incurred by the Procuring Entity in connection with suchwork shall be paid to the Procuring Entity by the Supplier or may be deducted by the Procuring Entity fromany monies due the Supplier or claimed under the Performance Security.

29.11   If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, theWarranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the Procuring Entity because of such defect and/or making good of such defect.

29.12   Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Procuring Entity may choose to retainphysical possession of any replaced defective information storage devices.

29.13   At the request of the Procuring Entity and without prejudice to any other rights and remedies that the Procuring Entity may have against the Supplier under the Contract, the Supplier will offer all possible assistance to theProcuring Entity to seek warranty services or remedial action from any subcontracted third-party producersor licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Procuring Entity of the benefit of any warranties given by such producers or licensors to the Supplier.

30   Functional Guarantees

30.1   The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Procuring Entity's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance govern show technical conformance of the System to the Contract requirements will be determined.

30.2   If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements ordoes not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make suchchanges, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify the Procuring Entity upon completion of the necessary changes, modifications, and/or additions and shall request the Procuring Entity to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

30.3   If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to resultfrom this failure.

31   Intellectual Property Rights Warranty

31.1   The Supplier here by represents and warrants that:

   a)   The System as supplied, installed, tested, and accepted;

   b)   Use of the System in accordance with the Contract; and

   c)   Copying of the Software and Materials provided to the Procuring Entity in accordance with the Contractdo not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfer so frights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and thewarranties set forth in the Contract, and for the Procuring Entity to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entitieswhose services are used for development of the System.

32   Intellectual Property Rights Indemnity

32.1   The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from andagainst any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring Entity or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

   a)   Installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;

   b)   copying of the Software and Materials provided by the Supplier in accordance with the Agreement; and

   c)   sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs a rise as a result of the Procuring Entity's breach of GCC Clause 32.2.

32.2   Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced there by in association or combination with any other goodsor services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.

32.3   Such indemnities shall also not apply if any claim of infringement:

   a)   Is asserted by apparent, subsidiary, or affiliate of the Procuring Entity's organization;

   b)   Is a direct result of a design mandated by the Procuring Entity's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Tender; or

   c)   Results from the alteration of the System, including the Materials, by the Procuring Entity or any personsother than the Supplier or a person authorized by the Supplier.

32.4   If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Clause 32.1, the Procuring Entity shall promptly give the Supplier notice of such proceedingsor claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

   If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice thatit intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28)days, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to theSupplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

32.5   The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costsincurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or

Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual PropertyRights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by the Procuring Entity or any persons (other than the Supplier) contracted by the Procuring Entity, except to the extent that such losses, liabilities,and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

32.6   Such indemnity shall not cover

    a)   any use of the design, data, drawing, specification, or other documents or materials, other than for thepurpose indicated by or to be reasonably inferred from the Contract;

    b)   any infringement resulting from the use of the design, data, drawing, specification, or other documentsor materials, or any products produced thereby, in association or combination with any other Goods orServices not provided by the Procuring Entity or any other person contracted by the Procuring Entity, where the infringement arises because of such association or combination and not because of the use ofthe design, data, drawing, specification, or other documents or materials in its own right.

32.7   Such indemnities shall also not apply:

    a)   If any claim of infringement is asserted by apparent, subsidiary, or affiliate of the Supplier's organization;

    b)   to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any personscontracted by the Supplier, of the design, data, drawing, specification, or other documents or materialsprovided to the Supplier by the Procuring Entity or any persons contracted by the Procuring Entity.

32.8   If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred toin GCC Clause 32.5, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claimand shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

33   Limitation of Liability

33.1   Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

    a)   the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damagesto the Procuring Entity; and

    b)   the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring Entity with respect to intellectual property rights infringement.

G. Risk Distribution

34   Transfer of Ownership

34.1   With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring Entity at the time of Delivery or otherwise under terms that may be agreedupon and specified in the Contract Agreement.

34.2   Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governedby GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.

34.3   Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

35   Care of the System

35.1   The Procuring Entity shall be come responsible for the care and custody of the System or Subsystems upon their Delivery. The Procuring Entity shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), except such loss ordamage arising from acts or omissions of the Supplier, its employees, or subcontractors.

35.2   If any loss or damage occurs to the System or any part of the System by reason of:

   a)   (in so far as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken outunder GCC Clause 37;

   b)   Any use not in accordance with the Contract, by the Procuring Entity or any third party;

   c)   Any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Procuring Entity, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2, the Procuring Entity shall pay to the Supplier all sums payable in respect of theSystem or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Procuring Entity requests the Supplier in writing to make good any loss ordamage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Procuring Entity in accordance with GCC Clause 39. If the Procuring Entity does not request the Supplierin writing to make good any loss or damage to the System there by occasioned, the Procuring Entity shalleither request a change in accordance with GCC Clause 39, excluding the performance of that part of theSystem there by lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Procuring Entity shall terminate the Contract pursuant to GCC Clause 41.1.

35.3   The Procuring Entity shall be liable for any loss of or damage to any Supplier's Equipment which the ProcuringEntity has authorized to locate within the Procuring Entity's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

36   Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

36.1   The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Kenya.

36.2   Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, andcosts incurred in defending a claim alleging such a liability) that the Procuring Entity or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Procuring Entity, itscontractors, employees, officers, or agents.

36.3   If any proceedings are brought or any claim is made against the Procuring Entity that might subject the Supplier to liability under GCC Clause 36.2, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplierfails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends toconduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its ownbehalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) day period,the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

36.4   The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and

Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Procuring Entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

36.5 If any proceedings are brought or any claim is made against the Supplier that might subject the Procuring Entity to liability under GCC Clause 36.4, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

37 Insurances

37.1 The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably with hold such approval.

a) Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

b) Installation "All Risks" Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

c) Third-Party Liability Insurance

On terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any Subsystems that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Information System.

d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in Kenya, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

e) Other Insurance (if any), as **specified in the SCC.**

37.2 The Procuring Entity shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co- insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

37.3 The Supplier shall deliver to the Procuring Entity certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

37.4 The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.

37.5   If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Procuring Entity may takeout and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the Procuring Entity shall have paid tothe insurer or may otherwise recover such amount as a debt due from the Supplier.

37.6   Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shallbe paid to the Supplier. The Procuring Entity shall give to the Supplier all such reasonable assistance as may berequired by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Procuring Entity's interest is involved, the Supplier shall not give any release ormake any compromise with the insurer without the prior written consent of the Procuring Entity. With respectto insurance claims in which the Supplier's interest is involved, the Procuring Entity shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

38   Force Majeure

38.1   "Force Majeure" shall mean any event beyond the reasonable control of the Procuring Entity or of the Supplier,as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected andshall include, without limitation, the following:

   a)   war, hostilities, or war like operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

   b)   rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

   c)   confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or dejure or defacto authority or ruler, or any other act or failure to act of any local state or national government authority;

   d)   strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply,epidemics, quarantine, and plague;

   e)   earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or othernatural or physical disaster;

   f)   failure, by the Supplier, to obtain the necessary export permit (s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.

38.2   If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and thecircumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

38.3   The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving OperationalAcceptance).

38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 38.6.

38.5 No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

a)   Constitute a default or breach of the Contract;

b)   (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or non- performance is caused by the occurrence of an event of Force Majeure.

38.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account ofone or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving anotice to the other.

38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Procuring Entity andthe Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Procuring Entity to make payments to the Supplier under this Contract.

H.   Change in Contract Elements

39   Changes to the System

39.1   Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Procuring Entity shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contractto make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and thetechnical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

39.1.2   A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.3 The Supplier may from time to time during its performance of the Contract propose to the Procuring Entity (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improvethe quality or efficiency of the System. The Procuring Entity may at its discretion approve or reject any Changeproposed by the Supplier.

39.1.4 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.5 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the tendering documents.

39.1.6 Moreover, the Procuring Entity and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shallbe "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2   Changes Originating from Procuring Entity

39.2.4   If the Procuring Entity proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

    a   Brief description of the Change;

    b   Impact on the Time for Achieving Operational Acceptance;c

    Detailed estimated cost of the Change;

    d   Effect on Functional Guarantees (if any);

    e   Effect on any other provisions of the Contract.

39.2.5   Prior to preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager a "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Procuring Entity shall do one of the following:

    a   accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

    b   advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

    c   advise the Supplier that the Procuring Entity does not intend to proceed with the Change.

39.2.6   Upon receipt of the Procuring Entity's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Procuring Entity and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.7   The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are in equitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.8   If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Procuring Entity accepts the Supplier's objection, the Procuring Entity shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

    The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

39.2.9   Upon receipt of the Change Proposal, the Procuring Entity and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Procuring Entity shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Procuring Entity is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Procuring Entity decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.2.10 If the Procuring Entity and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).

39.3   Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Procuring Entity choose not to proceed or the Procuring Entity and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Procuring Entity and the Supplier to the contrary.

39.4   Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract.

39.4.1   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) 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.

39.4.2   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 life cycle costs to the Procuring Entity; or

c)   improves the quality, efficiency, safety or sustainability of the systems; or

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

39.4.3   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 Supplier 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 life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

40   Extension of Time for Achieving Operational Acceptance

40.1   The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
a)   Any Change in the System as provided in GCC Clause 39 (Change in the Information System);
b)   Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);
c)   Default of the Procuring Entity; or
d)   Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

40.2   Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Procuring Entity and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Procuring Entity's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

40.3   The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41   Termination

41.1   Termination for Procuring Entity's Convenience

41.1.1   The Procuring Entity may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2   Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

    a)   cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

    b)   terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) (ii) below;

    c)   Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Sub contractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

    d)   In addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall

       i)   deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

       ii)   to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

       iii)   deliver to the Procuring Entity all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3   In the event of termination of the Contract under GCC Clause 41.1.1, the Procuring Entity shall pay to the Supplier the following amounts:

    a)   The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

    b)   The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the site and in the repatriation of the Supplier's and its Subcontractors 'personnel;

    c)   any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

    d)   costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2(a); and

    e)   the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2   Termination for Supplier's Default

41.2.1   The Procuring Entity, without prejudice to any other rights or remedies it may possess, may terminate the Contract forth within the following circumstances by giving a notice of termination and its reasons there for to the Supplier, referring to this GCC Clause 41.2:

    a)   If the Supplier becomes bankrupt or in solvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its under taking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

    b)   If the Supplier assigns or transfers the Contractor any right or interest, there in in violation of the provision of GCC Clause 42 (Assignment); or

    c)   If the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of the Appendix to the GCC, in competing for or in executing the Contract, including but

Not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2   If the Supplier:

d)   Has abandoned or repudiated the Contract;

e)   Has without valid reason failed to commence work on the System promptly;

f)   Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

g)   Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progressthat give reasonable assurance to the Procuring Entity that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then the Procuring Entitymay, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails toremedy or to take steps to remedy the same with in fourteen (14) days of its receipt of such notice, thenthe Procuring Entity may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3   Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

h)   cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

i)   terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d)below;

j)   deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

k)   to the extent legally possible, assign to the Procuring Entity all right, title and benefit of the Supplier tothe System or Subsystems as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

l)   deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4   The Procuring Entity may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Procuring Entity thinks appropriate, the Procuring Entity shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with suchnotice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same fromthe site.

41.2.5   Subject to GCC Clause 41.2.6, the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting theSystem and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums duethe Procuring Entity from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6   If the Procuring Entity completes the System, the cost of completing the System by the Procuring Entity shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Procuring Entity in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause41.2.5, the Supplier shall pay the balance to the Procuring Entity, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Procuring Entity shall pay the balance to the Supplier. The Procuring Entity and the Supplier shall agree, in writing, on the computation described above and the mannerin which any sums shall be paid.

41.3   Termination by Supplier

41.3.1   If:

    a)   the Procuring Entity has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Procuring Entity that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Procuring Entity to remedy the same, as the case may be. If the Procuring Entity fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen

        (14) days after receipt of the Supplier's notice; or

    b)   the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity, including but not limited to the Procuring Entity's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System; then the Supplier may give a notice to the Procuring Entity of such events, and if the Procuring Entity has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Procuring Entity referring to this GCC Clause 41.3.1, forth with terminate the Contract.

41.3.2   The Supplier may terminate the Contract immediately by giving a notice to the Procuring Entity to that effect, referring to this GCC Clause 41.3.2, if the Procuring Entity becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Procuring Entity takes or suffers any other analogous action in consequence of debt.

41.3.3   If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:
    c)   Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
    d)   Terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to Clause 41.3.3
        (d) (ii);
    e)   remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
    f)   In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
        i)   deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;
        ii)   to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
        iii)   to the extent legally possible, deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4   If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Procuring Entity shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5   Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4   In this GCC Clause 41, the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding

Obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Procuring Entity to the Supplier, account shall be taken of any sum previously paid by the Procuring Entity to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

42   Assignment

42.l Neither the Procuring Entity nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contractor any part thereof, or any right, benefit, obligation, or interest there in or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I.   Settlement of Disputes

43   Settlement of Disputes

43.1   Adjudication

43.1.1   If any dispute of any kind what so ever shall arise between the Procuring Entity and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute **by mutual consultation**. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause43.2.1.

43.1.2   The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Procuring Entity or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Procuring Entity and the Supplier. Any decision that has become final and binding shall be implemented by the parties forth with.

43.1.3   The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Procuring Entity and the Supplier.

43.1.4   Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2   Arbitration

43.2.1   If
a)   the Procuring Entity or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
b)   the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Procuring Entity or the Supplier acts within the following fourteen (14) days, or
c)   in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Procuring Entity or the Supplier acts within the following fourteen (14) days, then either the Procuring Entity or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

43.2.2   Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordancewith GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or afterInstallation of the Information System.

43.2.3   Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

43.3   Notwithstanding any reference to the Adjudicator or arbitration in this clause,

a)   The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

b)   The Procuring Entity shall pay the Supplier any monies due the Supplier.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause1)

GCC 1.1 (b) (i)	The Procuring Entity is: *[insert: complete legal name of the Procuring Entity]*.
GCC 1.1 (b) (ii)	The Project Manager is: *[insert: name and/or the official title of Project Manager].* GCC
GCC 1.1 (e) (ix)	*There are no Special Conditions associated with GCC 1.1 (e) (x).* *[Note: The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]*
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is *[insert: number of months]* starting with the completion ofthe Warranty Period.

2. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: [*as appropriate, insert: personal delivery, postal, email, and/or EDI addresses.]* Fallback address of the Procuring Entity: [*as appropriate, insert: personal delivery, postal, facsimile, email, and/or EDI addresses.]* *[Note: If the Procuring Entity wishes to use Electronic Data Interchange (EDI) to communicate with the Supplier, it should specify the standards and protocols (for example ANSI A1 or ISO EDIFACT). The details may then be revised at Contract finalization. If so, add the following text.]* For Electronic Data Interchange (EDI) the Procuring Entity and Supplier will use the followingstandards, protocols, addresses, and procedures: *[insert: standards, protocols,addresses; also describe: any relevant procedures]*

B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, asidentified in the Recurrent Cost tables in the Supplier's Tender: *[specify: the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.]* *[Note: The requirements in terms of recurrent cost items should be defined here, reflected inthe Recurrent Cost Table for the Warranty period, and elaborated in the TechnicalRequirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties.* *If the Procuring Entity expects that wear and tear on System components will necessitate routine replacement of such components, and if Procuring Entity technicalstaff will perform these repair and replacement tasks, the Procuring Entity may wish to*

	consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts.] The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for *[insert: number of years]* years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its Tender. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts. *[list the spare parts needs, or reference the line items in the Spare Parts Price Schedule in the Supplier's Tender, if the Supplier is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]* [*Note: The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.]*

4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: [*insert: number of* days*]* days from the Effective Date of the Contract.

5. Supplier's Responsibilities (GCC Clause 9)

C. PAYMENT

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows*: [state: "not applicable" or specify: the items, adjustment formula or formulas, and the relevant price indices].* [*Note: Price adjustment is not generally associated with Information System procurements. Price adjustment may be appropriate when: (i) performance of the Contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]*

7. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.
	(a) Advance Payment twenty percent (20%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be

paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2.

[Note: *The advance payment may be higher than 10% in cases where Supplier's mobilization costs (i.e., costs between Contract effectiveness and the first scheduled Contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Supplier. This happens primarily in projects where the Supplier must acquire expensive highly-specialized equipment to customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]*

(b)   Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:

sixty percent (60%) of the total or pro-rata Contract Price for this category against Delivery

ten percent (10%) of the same price against Installation

ten percent (10%) of the same price against Operational Acceptance.

(c)   Custom Software and Custom Materials:

sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation

twenty percent (20%) of the same price against Operational Acceptance.

[Note: *Large custom software development or system integration contracts (e.g., those taking longer than six months from Contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments against Procuring Entity's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as: software requirements specifications, software design document, development of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc.). In those cases, the above payment terms should be modified accordingly and refer to the milestones in the Implementation Schedule. The payment terms should allow the Supplier an adequate cash flow vis-à-vis the steps need to achieve an operational Information System.]*

(d)   Services other than Training:

eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Procuring Entity's approval of invoices:

[Note: *Some Contracts may involve considerable "Services other than Training" (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical Information System (GIS), or the scanning, indexing and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the Procuring Entity has an obligation to balance and ensure consistency between its own interest to pay only against value received, the supplier's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]*

(e)   Training

thirty percent (30%) of the total Contract Price for training services at the start of the full training program

fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.

(f)   Complete System Integration

ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole.

(g)   Recurrent Costs

	one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Procuring Entity's approval of invoices. *[Note: If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]*
GCC 12.3	The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of: [*insert: "%" per annum].*
GCC 12.4	The Supplier will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and Kenya shillings for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in [insert: *source of exchange rate].*

8.   Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in *[insert currency]* for an amount equal to *[insert: number]* percent of the Contract Price, excluding any Recurrent Costs. *[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or in a freely convertible currency acceptable to the Procuring Entity. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful Tenderer, which it can recover only by increasing its price. Therefore, for a simple/moderate system, Performance Security in an amount of 6-10% of the Contract Price would provide adequate protection].*
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to *[insert: number]* percent of the Contract Price, excluding any Recurrent Costs. *[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]*

D. Intellectual Property

9.   Copyright (GCC Clause 15)

GCC 15.3	***There are no Special Conditions of Contract applicable to GCC Clause 15.3*** *[Note: If the Procuring Entity is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Procuring Entity of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]*

GCC 15.4	*There are no Special Conditions of Contract applicable to GCC Clause 15.4[Note: There is a broad spectrum of strategies that the Procuring Entity can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Procuring Entity retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the Procuring Entity has highly sensitive procedures embedded in the Custom Software (e.g., a central bank's settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the Procuring Entity considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from exploitation of that know-how. The other extreme case is where the Procuring Entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate when the Supplier wants to take advantage of the potential cost reduction in allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the Procuring Entity has no proprietary or commercial concerns regarding its reuse.* *A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the Procuring Entity is entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Procuring Entity's obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the Procuring Entity must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.* *The Supplier's rights in relation to the Custom Software may:* • *Be limited to use in order to support the Procuring Entity; or* • *Extend to commercial exploitation by re-licensing to third-party customers.* *If the Supplier's rights extend to commercial exploitation, they may be limited as follows:* • *There may be an interim period, designed to protect the Procuring Entity's competitive edge, during which the Supplier is not permitted to exploit commercially; and/or* • *The Supplier may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the Procuring Entity) or in certain territories (for example, Kenya), either for a limited period or indefinitely; and/or* • *The Supplier may be required to pay royalties to the Procuring Entity when it licenses third parties to use the Custom Software.* *The first two of these categories of limitation are intended to protect the Procuring Entity's competitive edge. The third is intended to allow the Procuring Entity to share in future profits made by the Supplier through exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the Procuring Entity regarding future sales of products to which royalties apply and audit rights so that the Procuring Entity can check that the Supplier's reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the Procuring Entity may not benefit from an up-front cost saving.* *The Procuring Entity's rights in relation to the Custom Software may also be restricted to "user" rights or extended to commercial exploitation. If the Procuring Entity is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the Procuring Entity on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Procuring Entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).*

	If the Procuring Entity is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the ways in which the Procuring Entity's own usage rights to the Custom Software may be limited.
	It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Procuring Entity.
	The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Procuring Entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the Procuring Entity a license that is exclusive, in relation to exploitation in Kenya, for two years).
	If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.
	Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the Procuring Entity of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]
GCC 15.5	***There are no Special Conditions of Contract applicable to GCC Clause 15.5*** *[Note:* *Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Kenya or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover:* *(i)* *the Supplier's obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;* *(ii)* *the Supplier's warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the Procuring Entity and suitable to enable the Procuring Entity to support and develop the Software;* *(iii)* *the escrow agent's obligations to keep the Source Code secure and confidential;* *(iv)* *the escrow agent's obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);* *(v)* *the obligations of the Supplier and the Procuring Entity in relation to payment of the escrow agent's fee;* *(vi)* *the escrow agent's right and obligation to release the Source Code to the Procuring Entity in certain specified "release events" (e.g., bankruptcy or insolvency of the Supplier or the Supplier's failure to make deposits or to support the Software);* *(vii)* *limitations and exclusions of the escrow agent's liability;* *(viii)* *the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and* *(ix)* *confidentiality undertakings to be given by the Procuring Entity on release of the Source Code.]*

10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)***

	[Note: In the interest of soliciting lower Tender prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:
	(a) restrictions on the number of records in particular categories that may be held by the System;
	(b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;
	(c) restrictions on the number of persons who may be authorized to use the System at any time;
	(d) restrictions on the number of persons who may access the System simultaneously at any time; or
	(e) restrictions on the number of workstations that may be connected to the System at any time.
	Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]
GCC 16.1 (b) (vi)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)*** *[Note: The Procuring Entity may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]*
GCC 16.1 (b) (vii)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)*** *[Note: The Procuring Entity may, for example, wish to specify the members of the Procuring Entity's business group that are not direct competitors of the Supplier and that the Procuring Entity must obtain and provide the Supplier written evidence from such parties that such parties will adhere by the terms of the Contract as if they were party to the Contract.]*
GCC 16.2	***There are no Special Conditions of Contract applicable to GCC Clause 16.2*** *[Note: If on-site audits are acceptable, the Procuring Entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Procuring Entity's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Procuring Entity as a direct result of the audit; etc.].*

11. **Confidential Information (GCC Clause 17)**

GCC 17.1	***There are no Special Conditions of Contract applicable to GCC Clause 17.1*** *[Note: The Procuring Entity may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Procuring Entity will ensure that such parties are aware of and will adhere by the Procuring Entity's obligations under GCC Clause 17 as if such party were a party to the Contract in place of the Procuring Entity.* ***if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.]***

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

12. Representatives (GCC Clause 18)

GCC 18.1	*There are no Special Conditions of Contract applicable to GCC Clause 18.1* *[Note: If appropriate specify additional powers or limitations.]* The Procuring Entity's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Procuring Entity in matters relating to the Contract *[state necessary and appropriate clauses].*
GCC 18.2.2	*There are no Special Conditions of Contract applicable to GCC Clause 18.2.2* *[Note: If appropriate specify additional powers or limitations.]* The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract *[state necessary and appropriate clauses].* *[Note: Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]*

13. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject**:**
	
	    (a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);
	
	    (b) Implementation Sub-Plan;
	
	    (c) Training Sub-Plan;
	
	    (d) Testing and Quality Assurance Sub-Plan;
	
	    (e) Warranty Defect Repair and Technical Support Service Sub-Plan
	
	    Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference)].

GCC 19.6	*The Supplier shall submit to the Procuring Entity:* *(i) monthly inspection and quality assurance reports* *(ii) monthly training participants test results* *(iii) monthly log of service calls and problem resolutions*

14. Design and Engineering (GCC Clause 21)

GCC 21.3.1	*There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.* *[Note: If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).]* *[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. [state "none" or specify, for example:* *(*) detailed site surveys;* *(*) final Subsystem configurations;* *(*) etc.*

15. Product Upgrades (GCC Clause 23)

GCC 23.4	*There are no Special Conditions of Contract applicable to GCC Clause 23.4.*
	[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of tender submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective. For example, this may be particularly appropriate when the Procuring Entity would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]

16. Inspections and Tests (GCC Clause 25)

GCC 25	*There are no Special Conditions of Contract applicable to GCC Clause 25.*
	[Note: Procuring Entity's may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Procuring Entity receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]

17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	*There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.*
	[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the Procuring Entity prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the Procuring Entity and its management, the Supplier, and any users.
	In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]

F. Guarantees and Liabilities

18. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	*There are no Special Conditions of Contract applicable to GCC Clause*
	28.2.
	[Note: Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the Procuring Entity may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].
GCC 28.3	*There are no Special Conditions of Contract applicable to GCC Clause 28.3.*
	[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Tenderers. This most likely will lead to higher tender prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule

	precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]

19. Defect Liability (GCC Clause 29)

GCC 29.1	***There are no Special Conditions of Contract applicable to GCC Clause 29.1.*** *[Note: Software is never completely error or "bug" free. Thus, the Procuring Entity may wish to refine or to limit the Supplier's warranty obligations. Properly done, this can reduce Tenderer's perceptions of financial risk and help lower tender prices. However, the Procuring Entity should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Procuring Entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The Procuring Entity should consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]*
GCC 29.4	***There are no Special Conditions of Contract applicable to GCC Clause 29.4.*** *[**Note:** When defining the Warranty period, Procuring Entity should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].*
GCC 29.10	***There are no Special Conditions of Contract applicable to GCC Clause 29.10*** *[**Note:** Typically, the Procuring Entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Kenya.* *The GCC specifies that the Supplier must commence work on warranty defects within a maximum of two weeks; else the Procuring Entity may contract-in such services at the Supplier's expense. The Procuring Entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their tender prices.]*

20. Functional Guarantees (GCC Clause 30)

GCC 30	***There are no Special Conditions of Contract applicable to GCC Clause 30.*** *[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]*

G. Risk Distribution

21. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of *[insert: monetary value]* with deductible limits of no more than *[insert: monetary value].* The insured Parties shall be *[list insured parties].* The Insurance shall cover the period from *[insert: beginning date, relative to the Effective Date of the Contract]* until *[insert: expiration date, relative to the Effective Date of the Contract or its completion].*
GCC 37.1 (e)	***There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).*** *[**Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Procuring Entity's legal department.*** * For example:* *The Supplier shall obtain Worker's Compensation Insurance in accordance with the statutory requirements of [insert: Kenya]. Specifically: [insert: requirements]. The Insurance shall cover the period from [insert: **beginning date, relative to the Effective Date of the Contract**] until [insert:*

	expiration date, relative to the Effective Date of the Contract or its completion]. *The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements of [insert: Kenya]. Specifically: [insert: requirements]. The Insurance shall cover the period from [insert: beginning date, relative to the Effective Date of the Contract] until [insert: expiration date, relative to the Effective Date of Contract or its completion].*

H. CHANGE IN CONTRACT ELEMENTS

22. Changes to the System (GCC Clause 39)

GCC 39.4.3	**Value Engineering** If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

I. Settlement of Disputes

23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: *[insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state "not applicable."].*
GCC 43.2.3	If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of *[select one of the following: UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration].* These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. If the Supplier is a national of Kenya, any dispute between the Procuring Entity and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Kenya.

SECTION VIII - CONTRACT FORMS

Notes to the Procuring Entity on preparing the Contract Forms.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Pursuant to Clause13.2, the successful Tenderer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this SPD. Unless the Procuring Entity has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document to potential Tenderers.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the tendering document unaltered. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document.

Notes to Tenderers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Tenderer following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the:
(i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Tenderer's Tender Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's tender prices to correct errors, adjust the Contract Price to reflect - if applicable - any extensions to tender validity beyond the last day of original tender validity plus 56 days, etc.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security in the form contained in this section of these tendering documents and in the amount specified in accordance with the SCC.

Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Tenderer is required to provide a bank guaranteeforthefullamountoftheAdvancePayment-ifanAdvancePaymentisspecifiedintheSCCforGCCClause
12.1- in the form contained in this section of these tendering documents or another form acceptable to the Procuring Entity. If a Tenderer wishes to propose a different Advance Payment Security form, it should submit a copy to the Procuring Entity promptly for review and confirmation of acceptability before the tender submission deadline.

The Procuring Entity and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the tendering documents for the information of Tenderers.

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]

1) For the attention of Tenderer's Authorized Representative Name: .... [insert Authorized Representative's name]

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

Telephone/Fax 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 all participating 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) **Notification of Intention to Award**

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

Project: ....*[insert name of project]*

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

Country: ....*[insert country where ITT is issued]*

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 Tenderer*]
Total combined score:	[*insert the total combined score of the successful Tenderer*]

2) 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	Technical Score (If applicable)	Tender price	Evaluated Tender Cost	Combined Score (if applicable)
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]

3) Reason/s why your Tender was unsuccessful [Delete if the combined score already reveals the reason]

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

4) 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*] **Fax number**:_____

_____[*insert fax number*] ***delete if not used***

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.

5) How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the 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 Standstill Period and received by us before the Standstill Period ends. <u>Further information</u>:

For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website *info@ppra.go.ke* or *complaints@ppra.go.ke*.

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 procurement, 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 deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6) Standstill Period

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

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

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position:

_____

Telephone: _____

Email: _____

2   REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF………….…20……...

BETWEEN

………………………..……………………………APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

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

SIGNED

Board Secretary

3   **Letter of Award**

_____)_____

 To: _____

This is to notify you that your Tender dated _____ for execution of the _____ for the Contract Price in the aggregate of _____, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by our Agency.

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 Tendering Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

4   Contract Agreement

THIS CONTRACT AGREEMENT is made on the **........*[insert: ordinal]* day of .... *[insert: month]*, *[insert: year]*.** BETWEEN (1) **.................. *[insert: Name of Procuring Entity]*,** a *[insert: description of type of legal entity, for example, an agency of the Department of……..]* of the Government of Kenya*,* or corporation incorporated under the laws of Kenya and having its Vice-Chancellor place of business at *[insert: address of Procuring Entity]* (here in after called "the Procuring Entity"), and (2)......................*[insert: name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its Vice-Chancellor place of business at *[insert: address of Supplier]* (here in after called "the Supplier").

WHEREAS the Procuring Entity desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System *[insert: brief description of the Information System]* ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HERE BY AGREED as follows:

Article 1. Contract Documents
  A. Contract Documents (Reference GCC Clause1.1(a) (ii))
  The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
  a) This Contract Agreement and the Appendices attached to the Contract Agreement
  b) Special Conditions of Contract
  c) General Conditions of Contract
  d) Technical Requirements (including Implementation Schedule)
  e) The Supplier's tender and original Price Schedules
  f) [Add here: any other documents]

1.2   Order of Precedence (Reference GCC Clause 2)
  In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1above.

1.3   Definitions (Reference GCC Clause1)
  Capitalized words and phrases used in this Contract Agreement shall have the same meanings as prescribed to them in the General Conditions of Contract.

  Article 2.
  Contract Price and Terms of Payment
2.1   Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11) The Procuring Entity here by agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: [*insert: amount of foreign currency A in words]*, *[insert: amount in figures]*, plus *[insert: amount of foreign currency B in words]*, *[insert: amount in figures]*, plus *[insert: amount of foreign currency C in words]*, *[insert: amount in figures]*, *[insert: amount of local currency in words]*, *[insert: amount in figures]*,* as specified in the Grand Summary Price Schedule.

  The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated incoterms, and the taxes, duties and related levies if and as identified.

  Article 3.
  Effective Date for Determining Time for Operational Acceptance
3.1   Effective Date (Reference GCC Clause 1.1(e) (ix))
  The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:
  a) This Contract Agreement has been duly executed for and on behalf of the Procuring Entity and the Supplier;
  b) The Supplier has submitted to the Procuring Entity the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause13.3;

c)   The Procuring Entity has paid the Supplier the advance payment, in accordance with GCC Clause 12; Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2   If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article   4.
Appendixes

4.1   The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2   Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES
Appendix 1. Supplier's   Representative
Appendix 2. Adjudicator *[If there is no Adjudicator, state **"not applicable"**]*
Appendix 3. List of Approved Subcontractors
Appendix 4. Categories of Software
Appendix 5.   Custom   Materials
Appendix 6. Revised Price Schedules (if any)
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Procuring Entity and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

i)   For and on behalf of the Procuring Entity
Signed:

in the capacity of *[insert: title or other appropriate designation]*
in the presence of_____

ii)   For and on behalf of the Supplier
Signed:

in the capacity of *[insert: title or other appropriate designation]*
in the presence of_____

5   **Appendices**

    a)   **Appendix 1. Supplier's Representative**

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: ....*[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: ....*[if appropriate, insert: title]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: ....[*as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]*

Fallback address of the Supplier: ....[*as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]*

b)   **Appendix**

2.   Adjudicator in accordance with GCC Clause1.1 (b) (vi), the agreed-upon Adjudicator is: Name: .... *[insert: name]* Title: .... *[insert: title]* Address: ....*[insert: postal   address]*   Telephone: .... *[insert: telephone]* in accordance with GCC Clause 43.1.3, the agreed-upon fees

and reimbursable expenses are: Hourly Fees: .... *[insert: hourly fees]* Reimbursable

Expenses: ....*[list: reimbursables]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Procuring Entity and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

c) **Appendix 3. List of Approved Subcontractors**

The Procuring Entity has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Procuring Entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Procuring Entity reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Procuring Entity and their names have been added to this list of Approved Subcontractors, subject to GCC Clause20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its tender and that the Procuring Entity approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

d) **Appendix 4. Categories of Software**

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

e)   **Appendix 5. Custom Materials**

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

f) **Appendix 6. Revised Price Schedules**

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Tender. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's tender price, pursuant to the ITT Clauses 30.3 and 38.2.

g) **Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments**

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

6. Performance and Advance Payment Security Forms
  6.2 Performance Security Form (Demand Bank Guarantee)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated] [Guarantor

Form head or SWIFT identifier code] ....

[insert: Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: .... *[insert: **Name and Address of Procuring Entity**]*
Date: .... *[insert: date]*
PERFORMANCE   GUARANTEE   No.:   .... *[insert: **Performance   Guarantee   Number**]* **Guarantor:**
.. *[Insert name and address of place of issue, unless indicated in the Form head.]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)[1] in figures and words]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of 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 showgrounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding.......................... *[insert: **amount(s) 4 in figures and words**].* This remaining guarantee shall expire no later than........................*[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System[2], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

_____

[Signature(s)]

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

_____

[1]*The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*
[2]*In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and*
13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

5.2   **Advance Payment Security**

Demand Bank Guarantee

_____

[Guarantor Form head or SWIFT identifier code]

Beneficiary: .... *[insert: **Name and Address of Procuring Entity**]*

Date: .... *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: .... [*insert: **Advance Payment Guarantee Number**]*

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

We have been informed that on....................................*[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for ....*[insert: **title and/or brief description of the Contract**]* (here in after called "the Contract") to *[insert: **complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture**]* (here in after called" the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not

exceeding in total an amount of................................. *[Insert amount in figures]* ( ) *[insert amount in words]*[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 toward delivery of Goods; 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.

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.............................*[insert number]*at.............................*[insert name and address of Applicant's bank]*.

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, has been certified for payment, or on the.............................*[insert day]* day of...*[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

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

6   **Installation and Acceptance Certificates** *(insert format)*

Installation Certificate

Date: .... *[insert: date]*

ITT: .... *[insert: title and number of ITT]*

Contract: .... *[insert: name and number of Contract]*

To: .... *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the...................... *[insert: name of Procuring Entity]* (hereinafter the "Procuring Entity") dated............................. *[insert: date of Contract],* relating to the...........................*[insert: brief description of the Information System],* we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1.   Description of the System (or relevant Subsystem or major component: .... *[insert: description]*

2.   Date of Installation: .... *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This Form shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....[*state: "Project Manager" or* state the title of a higher-level authority in the Procuring Entity's organization]

Operational Acceptance Certificate

Date: ....[insert: date]

ITT: ....[insert: title and number of ITT]

Contract: ....[insert: name of System or Subsystem and number of Contract]

To: ....[insert: name and address of Supplier]

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the......................*[insert: name of Procuring Entity]* (hereinafter the "Procuring Entity") dated...................... *[insert: date of Contract],* relating to the......................*[insert: brief description of the Information System],* we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Entity here by takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): ....[*insert: description]*

2. Date of Operational Acceptance: ....[*insert: date]*

   This Form shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7. Change Order Procedures and Forms

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name or System or Subsystem and number of Contract]*

General
This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

References to Changes

1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.

2) Change Estimate Proposals shall be numbered CN-nnn.

3) Estimate Acceptances shall be numbered CA-nnn.

4) Change Proposals shall be numbered CP-nnn.

5) Change Orders shall be numbered CO-nnn. On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

7.1   Request for Change Proposal Form

7.2   Change Estimate Proposal Form

7.3   Estimate Acceptance Form

7.4 Change Proposal Form

7.5 Change Order Form

7.6 Application for Change Proposal Form

7.1 Request for Change Proposal Form

(Procuring Entity's Form head)

Date: ....*[insert: date]*
ITT: ....*[insert: title and number of ITT]*
Contract: ....*[insert: name of System or Subsystem or number of Contract]*
To: ....*[insert: name of Supplier and address]*
Attention: ....*[insert: name and title]*

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[insert: number]* days of the date of this Form.

1.   Title of Change: [*insert: title]*

2.   Request for Change No./Rev.: [*insert: number]*

3.   Originator of Change: [select Procuring Entity / Supplier (by Application for Change Proposal), and add: name of originator]

4.   Brief Description of Change: *[insert: description]*

5.   System (or Subsystem or major component affected by requested Change): [*insert: description]*

6.   Technical documents and/ or drawings for the request of Change:

Document or Drawing No. Description

7.   Detailed conditions or special requirements of the requested Change: [*insert: description]*

8.   Procedures to be followed:
   a)   Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
   b)   Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
   c)   If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
   d)   You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
   e)   You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.

9.   As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all it's elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....[*state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

Change Estimate Proposal Form

(Supplier's Form head)

Date: ....[insert: date]

ITT: ....[insert: title and number of ITT]

Contract: ....[insert: name of System or Subsystem and number of Contract]

To: ....[insert: name of Procuring Entity and address]

 Attention: .... [insert: name and title]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: ....[insert: title]

2. Request for Change No./Rev.: ....[insert: number]

3.   Brief Description of Change (including proposed implementation approach): ....[insert: description]

4.   Schedule Impact of Change (initial estimate): ....[insert: description]

5.   Initial Cost Estimate for Implementing the Change: ....[insert: initial cost estimate]

6.   Cost for Preparation of Change Proposal*: ....[insert: cost in the currencies of the Contract],* as detailed below in the breakdown of prices, rates, and quantities.

For   and   on   behalf   of   the   Supplier   Signed:

....

Date: ....

in the capacity of: ....*[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.1 Estimate Acceptance Form

(Procuring Entity's Form head) Date: ....*[insert: date]*

ITT......................*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Supplier and address]* Attention:

....*[insert: name and title]* Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: *[insert: title]*

2. Request for Change No./ Rev.: *[insert: request number /revision]*

3. Change Estimate Proposal No./ Rev.: *[insert: proposal number/ revision]*

4. Estimate Acceptance No./ Rev.: *[insert: estimate number/ revision]*

5. Brief Description of Change: *[insert: description]*

6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7.4 Change Proposal Form

(Supplier's Form head)

Date: ....*[insert: date]*
ITT: ....*[insert: title and number of ITT]*
Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Procuring Entity and address]*

Attention: ....*[**insert: name and title**]*

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert: number],* we here by submit our proposal as follows:

1. Title of Change: *[insert: name]*

2. Change Proposal No./ Rev.: *[insert: proposal number /revision]*

3. Origin at or of Change: *[select: Procuring Entity /Supplier; and add: name]*

4. Brief Description of Change: *[insert: description]*

5. Reasons for Change: *[insert: reason]*

6. The System Subsystem, major component, or equipment that will be affected by the requested Change: *[insert: description]*

7. Technical documents and/ or drawings for the requested Change:
    Document or Drawing No. Description

8. Estimate of the increase/ decrease to the Contract Price resulting from the proposed Change: *[insert: amount in currencies of Contract],* as detailed below in the breakdown of prices, rates, and quantities. Total lump sum cost of the Change:

    Cost to prepare this Change Proposal (i. e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9. Additional Time for Achieving Operational Acceptance required due to the Change: *[insert: amount in days/ weeks]*

10. Effect on the Functional Guarantees: *[insert: description]*

11. Effect on the other terms and conditions of the Contract: *[**insert: description**]*

12. Validity of this Proposal: for a period of ....*[insert: number]* days after receipt of this Proposal by the Procuring Entity

13. Procedures to be followed:
    a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within......*[insert: number]* days from your receipt of this Proposal.
    b) The amount of any increase and / or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed: ....

Date: ....

in the capacity of: …… *[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.5 Change Order Form

(Procuring Entity's Form head)

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Supplier and address]*

Attention: ....*[insert: name and title]*

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. *[insert: number*], and agree to adjust the Contract Price, Time for Completion, and/ or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: [*insert: name]*

2. Request for Change No./ Rev.: [*insert: request number/ revision]*

3. Change Order No./ Rev.: [*insert: order number/ revision]*

4. Origin at or of Change: [*select: Procuring Entity / Supplier; and add: name]*

5. Authorized Price for the Change: Ref. No.: *[insert: number]* Date: *[insert: date]*

    [insert: amount in foreign currency A] plus [insert: amount in foreign currency B] plus [insert: amount in foreign currency C] plus [insert: amount in local currency]

6. Adjustment of Time for Achieving Operational Acceptance: *[insert: amount and description of adjustment]*

7. Other effects, if any: *[state: "none" or insert description]*

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

For and on behalf of the Supplier

Signed: ....

Date: ....

in the capacity of: ....[*state "Supplier's Representative" or higher-level authority in the Supplier's organization]*

7.6 Application for Change Proposal Form

(Supplier's Form head)

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Procuring Entity and address]*

Attention: ....*[insert: name and title]*

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: ....*[insert: name]*

2. Application for Change Proposal No./ Rev.: ....*[insert: number/ revision]* dated: [*insert: date*]

3. Brief Description of Change: ....*[insert: description]*

4. Reasons for Change: ....*[insert: description]*

5. Order of Magnitude Estimation: ....*[insert: amount in currencies of the Contract]*

6. Schedule Impact of Change: ....*[insert: description]*

7. Effect on Functional Guarantees, if any: ....*[insert: description]*

8. Appendix: ....*[insert: titles (if any); otherwise state "none"]*

For and on behalf of the Supplier

Signed: ....

Date: ....

in the capacity of: ....*[state: "Supplier's Representative" or higher-level authority in the Supplier's organization]*

7.7 BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.:_____[insert   identification

no] Name of the Assignment:_____[insert name of the assignment] to:

_____[insert complete name of Procuring Entity]

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

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

Details of beneficial ownership

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

OR

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

OR

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

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

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

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

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

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]