REPUBLIC OF KENYA

MINISTRY OF ROADS AND TRANSPORT
STATE DEPARTMENT OFROADS

BIDDING DOCUMENT FOR
SUPPLY AND INSTALLATION OF INFORMATION SYSTEMS FOR THE NATIONAL CONSTRUCTION AUTHORITY

LOT I: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)

LOT II: UPGRADE AND ENHANCEMENT OF THE ENTREPRISE RESOURCE PLANNING (ERP) SYSTEM FOR THE NATIONAL CONSTRUCTION AUTHORITY.

REF NO.: KE-NCA-190452-GO-RFB

PROJECT: HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT
CREDIT NO. CR. 67680-KE

PURCHASER: STATE DEPARTMENT OF ROADS
DATE OF ISSUE: 24/10/ 2023
CLOSING DATE: 08/12/2023

MINISTRY OF ROADS AND TRANSPORT
STATE DEPARTMENT OF ROADS
(One-Envelope Bidding Process)

INVITATION FOR BIDS (RFB)
Request for Bid Information Systems

(Design, Supply and Installation)

(Without Prequalification)

Purchaser**:**	STATE DEPARTMENT OF ROADS
Project**:**	HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT
Contract title**:**	SUPPLY AND INSTALLATION OF INFORMATION SYSTEMS FOR THE NATIONAL CONSTRUCTION AUTHORITY **LOT I:** SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) **LOT II:** UPGRADE AND ENHANCEMENT OF THE ENTREPRISE RESOURCE PLANNING (ERP) SYSTEM
Country**:**	KENYA
Loan No.	67680KE
RFB No:	KE-NCA-190452-GO-RFB
Issued on:	24th October 2023

1. The Government of Kenya has received financing from the World Bank toward the cost ofthe Horn of Africa Gateway Development Project, and intends to apply part of the proceeds toward payments under the contract for Supply and Installation of Information Systems for the National Construction Authority.

2. The State Department of Roads now invites sealed Bids from eligible Bidders for Supply and Installation of Information Systems for the National Construction Authority.
LOT I: Supply, Installation, Testing and Commissioning of an Electronic Document Management System (EDMS)
LOT II: Upgrade And Enhancement of The Enterprise Resource Planning (ERP) System

3. Bidding will be conducted through international competitive procurement using

Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" dated July 2016, revised November 2017 and August 2018 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.

4.   Interested eligible Bidders may obtain further information from **The State Department of Roads, Head of Supply Chain Management Services (HSCMS), E-mail: scms@infrastructure.go.ke** and/or inspect the bidding document during office hours **0900 to 1600 hours** *East African Time (EAT)* at the address given below.

5.   The bidding document in English may be obtained by interested eligible Bidders by downloading the bidding document from Public Procurement Information Portal *www.tenders.go.ke* , the Ministry's website www.transport.go.ke and the National Construction Authority website www.nca.go.ke free of charge from the websites. Bidders who download the bidding document must forward their particulars immediately to *scms@roads.go.ke* for record and communication of any tender addenda or clarifications.

6.   Bids clearly marked "Supply and Installation of Information Systems for the National Construction Authority - KE-NCA-190452-GO-RFB" must be delivered and deposited into the tender box located on the Ground Floor of Works Building, Ngong' Road, Nairobi, Kenya on or before **1030 hours EAT** on **8th December, 2023**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of Bidders' designated representatives and anyone who chooses to attend at **9th Floor Boardroom, Works Building, Ngong' Road, Nairobi, Kenya at 1030 hours EAT on 8th December, 2023.**

7.   All bids must be accompanied by a bid security in Kenya Shillings or an equivalent, in any easily convertible currencies

LOT I: Supply, Installation, Testing and Commissioning of an Electronic Document Management System (EDMS) – Bid Security of KShs. 500,000.00 (Kenya Shillings Five Hundred Thousand)

LOT II: Upgrade and Enhancement of the Enterprise Resource Planning (ERP) System for the National Construction Authority. – Bid Security of KShs. 1,000,000.00 (Kenya Shillings One Million)

8.   Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice,using the Beneficial Ownership Disclosure Form as included in the bidding document.

9.   The address (es) referred to above is (are):

The Principal Secretary
Attention: Head Supply Chain Management
ServicesState Department of Roads
Ministry of Roads and
Transport   Works
Building, Ngong' road
NAIROBI, KENYA
E-mail: scms@roads.go.ke

Request for Bids
Information Systems
Design, Supply and Installation
(One-Envelope Bidding Process)
(With or Without Prequalification)

Procurement of:

***SUPPLY AND INSTALLATION OF INFORMATION SYSTEMS FOR THE NATIONAL CONSTRUCTION AUTHORITY
LOT I: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)
LOT II: UPGRADE AND ENHANCEMENT OF THE ENTREPRISE RESOURCE PLANNING (ERP) SYSTEM***

_____

Purchaser: *STATE DEPARTMENT OF ROADS*

Project: *HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT*

Contract title: *SUPPLY AND INSTALLATION OF INFORMATION SYSTEMS FOR THE NATIONAL CONSTRUCTION AUTHORITY*

Country: *KENYA*

Loan No. /Credit No. / Grant No.: *67680KE*

RFB No: *KE-NCA-190452-GO-RFB*

Issued on: **24th October 2023**

Table of Contents

PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

Contents

Section I - Instructions to Bidders

A. GENERAL

1. Scope of Bid

1.1. The Purchaser, as indicated in the BDS, or its duly authorized Purchasing Agent if so specified in the BDS (interchangeably referred to as "the Purchaser" issues this bidding document for the supply and installation of the Information System as specified in Section VII, Purchaser's Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.

1.2. Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions of Contract.

Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Purchaser) 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 Borrower. It excludes the Borrower's official public holidays.

(d) "ES" means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(e) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal

or physical conduct of a sexual nature by the Supplier's Personnel with other Supplier's Personnel or Purchaser's Personnel.

(g) "Supplier's Personnel" is as defined in GCC Sub-Clause 1.1; and

(h) "Purchaser's Personnel" is as defined in GCC Sub-Clause 1.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV

2. Source of Funds

2.1. The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the BDS toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to

permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders   4.1.   A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. 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 Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

4.2.   A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a)   directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b)   receives or has received any direct or indirect subsidy from another Bidder; or

(c)   has the same legal representative as another Bidder; or

(d)   has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

(e)   any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Bid; or

(f)   or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower 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 BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h)   has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

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

4.4.   A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.5. A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6. Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.7. A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.

4.8. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; 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, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9. This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 15.2.

4.10. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.11. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption,

and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Services

5.1.   The Information Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2.   For the purposes of this bidding document, the term "Information System" means all:

(a)   the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to design, supply and install under the Contract, plus all associated documentation, and all other materials and goods to be designed, supplied, installed, integrated, and made operational; and

(b)   the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.

5.3.   For purposes of ITB 5.1 above, "origin" means the place where the goods and services making the Information System 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.

B. CONTENTS OF BIDDING DOCUMENT

6. Sections of Bidding Document

6.1   The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8:

PART 1 - Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

PART 2 - Purchaser's Requirements

Section VII - Requirements of the IS, including:

- Technical Requirements

- Implementation Schedule

- System Inventory Tables

- Background and Informational Materials

PART 3 - Contract

Section VIII - General Conditions of Contract

Section IX -Special Conditions of Contract

Section X -   Contract Forms

6.1.   The Specific Procurement Notice – Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.

6.3   Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

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

7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting

7.1. A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Purchaser's shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.

7.2. The Bidder may wish to visit and examine the site where the Information System is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.

7.3. The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4. The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a site visit, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.

7.6. Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Purchaser exclusively through

the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.

7.7. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

8.2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2

C. PREPARATION OF BIDS

9. Cost of Bidding

9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

10.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1. The Bid submitted by the Bidder shall comprise the following:

(a) **Letter of Bid** prepared in accordance with ITB 12;

(b) **Price Schedules** completed in accordance with ITB 12 and ITB 17;

(c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20;

(d) **Alternative Bid:** if permissible, in accordance with ITB 13;

(e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;

(f) **Eligibility of Information System:** documentary evidence established in accordance with ITB 14.1 that the Information System offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;

(g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;

(h) **Conformity:** documentary evidence established in accordance with ITB 16 that the Information System offered by the Bidder conform to the bidding document;

(i) **Subcontractors:** list of subcontractors, in accordance with ITB 16.4;

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

    (i) all Software included in the Bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

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

        b. Standard and Custom Software;

    (ii) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bid;

    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 BDS.**

11.2.   In addition to the requirements under ITB 11.1, Bids 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

letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement indicating at least the parts of the Information System to be executed by the respective members.

11.3.   The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

12.1.   The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1.   The BDS indicates whether alternative Bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB 13.2 and/or ITB 13.4.

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

13.3.   Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Purchaser's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Purchaser's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Purchaser, 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 Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Purchaser.

13.4.   When Bidders are invited in the BDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section VII, Purchaser's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Purchaser on their own merits, pursuant to ITB 35.

14. Documents Establishing the Eligibility of the Information System

14.1. To establish the eligibility of the Information System in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

15. Documents Establishing the Eligibility and Qualifications of the Bidder

15.1. To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

15.2. In the event that prequalification of potential Bidders has been undertaken as stated in the BDS, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

16. Documents Establishing Conformity of the Information System

16.1. Pursuant to ITB 11.1 (h), the Bidder shall furnish, as part of its Bid, documents establishing the conformity to the bidding documents of the Information System that the Bidder proposes to design, supply and install under the Contract.

16.2. The documentary evidence of conformity of the Information System to the bidding documents including:

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

(b) written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the bidding documents;

(c) an item-by-item commentary on the Purchaser's Technical Requirements, demonstrating the substantial responsiveness

of the Information System offered to those requirements. In demonstrating responsiveness, the Bidder should use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Bidding Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, 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 BDS ITB 17.2 requires Bidders to bid.

16.3.   References to brand names or model numbers or national or proprietary standards designated by the Purchaser in the bidding documents are intended to be descriptive and not restrictive. Except as specified in the BDS for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Purchaser'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.

16.4.   For major items of the Information System as listed by the Purchaser in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

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

17. Bid Prices   17.1.   All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample

Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

17.2.   Unless otherwise specified in the BDS, the Bidder must also bid Recurrent Cost Items specified in the Technical 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 tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:

(a)   if specified **in the BDS,** the Bidder must also bid separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;

(b)   prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Bidder'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 in detail, and on the Recurrent Cost Summary Table in currency totals.

17.3.   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 GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables

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

17.5.   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 BDS, as follows:

(a) Goods supplied from outside the Purchaser's country:

Unless otherwise specified **in the BDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Purchaser's country. 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 Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;

(b) Locally supplied Goods:

Unit prices of Goods offered from within the Purchaser's Country, shall be quoted on an EXW (ex factory, ex works, ex warehouse 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 is awarded;

(c) Inland transportation.

17.6. Unless otherwise stated in the BDS, 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 ITB 17.5, whether the Goods are to be supplied locally or from outside the Purchaser's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

17.7. 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 VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Purchaser's country on/to the price of the Services invoiced to the Purchaser, if the Contract is awarded.

17.8. Unless otherwise specified in the BDS, 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 Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these

bidding documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

17.9.   Unless otherwise specified in the BDS, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

18. Currencies of Bid and Payment

18.1.   The currency(ies) of the Bid and currencies of payment shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified in the BDS.

18.2.   The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

19. Period of Validity of Bids

19.1.   Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.

19.2.   In exceptional circumstances, prior to the date of expiry of the Bid validity, the Purchaser may request Bidders to extend the date of validity until a specified date. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3.   If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:

(a)   in case of fixed price contracts, the contract price shall be the Bid price adjusted by a factor or factors specified **in the BDS**;

(b)   in the case of an adjustable price contracts, no adjustments shall be made;

(c)   in any case, Bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.

20. Bid Security   20.1.   The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS.

20.2.   A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

20.3.   If a Bid Security is specified pursuant to ITB 20.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a)   an unconditional guarantee issued by a non-bank financial institution (such as an insurance, bonding or surety company);

(b)   an irrevocable letter of credit;

(c)   a cashier's or certified check; or

(d)   another security indicated **in the BDS,**

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.

20.4.   If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.

20.5.   If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 48.

20.6.   The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.7.   The Bid Security may be forfeited:

(a)   if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b)   if the successful Bidder fails to**:**

(i)   sign the Contract in accordance with ITB 47; or

(ii) furnish a performance security in accordance with ITB 48.

20.8.   The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

20.9.   If a Bid Security is not required in the BDS, and;

(a)   if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b)   if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 48;

the Purchaser may, if provided for **in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

21. Format and Signing of Bid

21.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "Original." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "Alternative". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

21.4. In case the Bidder is a JV, the Bid 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.

21.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

22. Submission, Sealing and Marking of Bids

22.1. The Bidder shall deliver the Bid in a single, sealed envelope (one (1) envelope process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

    (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and

    (b) in an envelope marked "COPIES", all required copies of the Bid; and,

    (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

        (i) in an envelope marked "ORIGINAL – ALTERNATIVE BID", the alternative Bid; and

(ii)   in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

22.2.   The inner and outer envelopes shall:

(a)   bear the name and address of the Bidder;

(b)   be addressed to the Purchaser in accordance with ITB 23.1;

(c)   bear the specific identification of this Bidding process indicated in accordance with ITB 1.1; and

(d)   bear a warning not to open before the time and date for Bid opening.

22.3.   If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

23.1.   Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.

23.2.   The Purchaser may, at its discretion, extend this deadline for submission of Bids by amending the bidding documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended.

24. Late Bids

24.1.   The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

25.1.   A Bidder may withdraw, substitute, or modify its Bid 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 accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a)   prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b)   received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2.   Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3.   No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

26. Bid Opening

26.1.   Except as in the cases specified in ITB 24 and ITB 25.2, the Purchaser shall conduct the Bid opening in public, in the presence of Bidders` designated representatives and anyone who chooses to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

26.2.   First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

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

26.4.   Envelopes marked "Modification" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.

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

26.6.   Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified in the BDS.

26.7.   The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).

26.8.   The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

(a)   the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b)   the Bid Price, per lot if applicable, including any discounts;

(c)   any alternative Bids; and

(d)   the presence or absence of a Bid Security or a Bid-Securing Declaration.

26.9.   The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality   27.1.   Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.

27.2. Any effort by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

27.3. Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

28. Clarification of Bids

28.1. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 32.

28.2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

29. Deviations, Reservations, and Omissions

29.1. During the evaluation of Bids, the following definitions apply:

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

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

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

30. Determination of Responsiveness

30.1. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

30.2.   A substantially responsive Bid is one that meets the requirements of the bidding 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, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b)   if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3.   The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Purchaser's Requirements have been met without any material deviation, reservation, or omission.

30.4.   To be considered for Contract award, Bidders must have submitted Bids:

(a)   for which detailed Bid evaluation using the same standards for compliance determination as listed in ITB 29 and ITB 30.3 confirms that the Bids 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 BDS ITB 35.8, the individual Subsystem, lot or slice Bid on; and are deemed by the Purchaser as commercially and technically responsive; and

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

31. Nonmaterial   31.1.   Provided that a Bid is substantially responsive, the Purchaser
Nonconformities   may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission.

31.2.   Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements.   Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid.   Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3.   Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price.   To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

32. Correction of Arithmetical Errors

32.1.   Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)   where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

(b)   where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and

(c)   if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2.   A Bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.

33. Conversion to Single Currency

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

34. Margin of Preference

34.1. No margin of domestic preference shall apply.

35. Evaluation of Bids

35.1. The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

Preliminary Examination

35.2. The Purchaser will examine the bids, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sureties have been furnished and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract(s) for which these bidding documents have been issued, the Purchaser will ensure that each bid is from a pre-qualified bidder and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification

Technical Evaluation

35.3. The Purchaser will examine the information supplied by the Bidders Pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account 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 bid;

    (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 Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;

(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 Purchaser deems necessary or prudent to take into consideration;

(g)   any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.

35.4.   If specified in the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. The scores to be given to technical factors and sub factors, and the weights to be assigned for the technical factors and cost are specified in the BDS. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid.

35.5.   Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

Economic Evaluation

35.6.   To evaluate a Bid, the Purchaser shall consider the following:

(a)   the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;

(b)   price adjustment for correction of arithmetic errors in accordance with ITB 32.1;

(c)   price adjustment due to discounts offered in accordance with ITB 26.8;

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

(e)   price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;

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

35.7.   If price adjustment is allowed in accordance with ITB 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 taken into account in Bid evaluation.

35.8. The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30. The evaluation will be performed assuming either that:

(a)   the Contract will be awarded to the Most Advantageous Bid for the entire Information System; or

(b)   if specified **in the BDS**, Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose Bids result in the Most Advantageous Bid/Bids 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 Bids. Such discounts will be considered in the evaluation of bids as specified **in the BDS**.

36. Comparison of Bids

36.1. The Purchaser shall compare all substantially responsive Bids in accordance with ITB 35.6 to determine the lowest evaluated cost.

37. Abnormally Low Bids

37.1. An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

37.2. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid 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 bidding document.

37.3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.

38. Unbalanced or Front Loaded Bids

38.1. If the Bid that is evaluated as the lowest evaluated cost is, in the Purchaser's opinion, seriously unbalanced or front loaded the Purchaser may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of information systems, installations, proposed

methodology, schedule and any other requirements of the bidding document.

38.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Purchaser may:

(a) accept the Bid; or

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

(c) reject the Bid.

39. Eligibility and Qualification of the Bidder

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

39.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15, as well as other information the Purchaser deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid and site inspections.

39.3. Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

39.4. Unless otherwise specified in the BDS, the Purchaser 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 BDS the Purchaser may carry out such tests as detailed in the BDS.

39.5. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated cost or best evaluated Bid, as the case may be, to make a similar

determination of that Bidder's qualifications to perform satisfactorily.

39.6. The capabilities of the manufacturers and subcontractors proposed by the Bidder that is determined to have offered the Most Advantageous Bid 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 letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid 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.

40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

40.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

41. Standstill Period

41.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

42. Notification of Intention to Award

42.1. The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the total combined score of the successful Bid;

> (d)   the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices and technical scores (if applicable);
>
> (e)   a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
>
> (f)   the expiry date of the Standstill Period; and
>
> (g)   instructions on how to request a debriefing or submit a complaint during the standstill period;

F. AWARD OF CONTRACT

43. Award Criteria   43.1.   Subject to ITB 40, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. The determination of the Most Advantageous Bid will be made in accordance to one of the two options as defined in the BDS. The methodology options are:

   (a) when **rated criteria are used**: The Bidder that meets the qualification criteria and whose Bid:

   (i) is substantially responsive; and

   (ii) is the best evaluated Bid (i.e. the Bid with the highest combined technical/quality/price score); or

   (b) when **rated criteria are not used**: The Bidder that meets the qualification criteria and whose Bid has been determined to be:

   (i) substantially responsive to the bidding document; and

   (ii) the lowest evaluated cost.

44. Purchaser's Right to Vary Quantities at Time of Award   44.1.   The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage(s) for items as indicated in the BDS.

45. Notification of Award

45.1.   Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 41.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

45.2.   Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a)   name and address of the Purchaser;

(b)   name and reference number of the contract being awarded, and the selection method used;

(c)   names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d)   name of Bidders whose Bids were rejected and the reasons for their rejection;

(e)   the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f)   successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

45.3.   The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the Contract Award Notice in UNDB online.

45.4.   Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

46. Debriefing by the Purchaser

46.1.   On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 42, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

46.2.   Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

46.3.   Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4.   Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

47. Signing of Contract

47.1.   The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

47.2.   The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

47.3.   Notwithstanding ITB 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, 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 Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder 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.

48. Performance Security

48.1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Purchaser's Country.

48.2. Failure of the successful Bidder 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 Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

49. Adjudicator

49.1. Unless the BDS states otherwise, the Purchaser proposes that the person named in the BDS 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 BDS. The proposed hourly fee for the Adjudicator is specified in the BDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the BDS. If a Bidder does not accept the Adjudicator proposed by the Purchaser, it should state its non-acceptance in its Bid Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS happen to be from the same country, and this is not the country of the Purchaser too, the Purchaser reserves the right to cancel the Adjudicator nominated in the BDS and propose a new one. If by the day the Contract is signed, the Purchaser and the successful Bidder 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.

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

SECTION II - BID DATA SHEET (BDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the BDS shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids is: *KE-NCA-190452-GO-RFB* The Purchaser is: *State Department of Roads* The name of the RFB is: *Supply and Installation of Information Systems for the National Construction Authority* The Purchaser **shall** accept bids for multiple lots under this bidding document. The lots are: *LOT I: Supply, Installation, Testing and Commissioning of An Electronic Document Management System (EDMS)* *LOT II: Upgrade and Enhancement of the Enterprise Resource Planning (ERP) System for the National Construction Authority*
ITB 1.3 (a)	Electronic Procurement **shall not** be applicable to this procurement. The Purchaser shall use the following electronic-procurement system tomanage this procurement process: **not applicable.** The electronic-procurement system shall be used to manage the following aspects of the Procurement process: **not applicable.**
ITB 2.1	The Borrower is: Government of the Republic of Kenya, Loan or Financing Agreement amount: **EUR** *669,200,000.00* The name of the Project is: *HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT*
ITB 4.1	Maximum number of members in the JV shall be: *TWO*
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
	B. Bidding Document

ITB 7.1	For Clarification of Bid purposes only, the Purchaser's address is:
	Principal Secretary
	State Department of Roads
	Attention: Head Supply Chain Management Services
	Ground Floor, Works Building, Ngong
	roadP.O. Box 30260 - 00100
	NAIROBI, KENYA
	Electronic mail address: **scms@infrastructure.go.ke**
	Requests for clarification should be received by the Purchaser no later than: Seven (7) of days prior to the deadline for submission of Bids in accordance with ITB 23.
ITB 7.1	Web page: Public Procurement Information Portal: www.tenders.go.ke
ITB 7.4	A Pre-Bid meeting shall not take place
	A site visit conducted by the Purchaser shall not be organized.

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
	All correspondence exchange shall be in English language.
	Language for translation of supporting documents and printed literature is English
ITB 11.1 (k)	The Bidder shall submit with its Bid the following additional documents: The additional documents shall include the following:
	Code of Conduct for Supplier's Personnel (ES)
	The Bidder shall submit its Code of Conduct that will apply to the Supplier's Personnel (as defined in GCC sub-clause 1.1) employed in the execution of the Contract at the Project Site/s to ensure compliance with the Supplier's Environmental and/or social obligations under the Contract, as applicable. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.
	Training schedule/program (Section VII 9(2.4))

	The Supplier will be expected to undertake training for approximately three hundred (300) staff one month upon installation of the software and as guided in Section VII 9(2.4).
ITB 13.1	Alternative Bids are not permitted
ITB 13.2	Alternatives to the Time Schedule are not permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Information System: none Section VII – Purchaser's Requirements not applicable
ITB 15.2	Prequalification has not been undertaken.
ITB 16.2 (a)	In addition to the topics described in ITB Clause 16.2 (a), the Preliminary Project Plan must address the following topics: i. Detailed contract implementation schedule in Gantt chart showing the estimated duration, detailed module development schedule, sequence, interrelationship of all key activities needed to complete the contract ii. Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format); iii. Implementation Sub-Plan; iv. Technical approach and methodology Sub-Plan; v. Skills & knowledge transfer Sub-plan; vi. Training and documentation Sub-Plan; vii. Testing, Piloting and Quality Assurance Sub-Plan; viii. Data migration Strategy Sub-Plan; ix. Risk Management Sub-Plan; x. Deployment & Change Management Sub-Plan; *xi.* Warranty Defect Repair and Technical Support Service Sub- Plan
ITB 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items: Microsoft Enterprise Resource Planning (ERP) System Section IV: Technical Requirements
ITB 17.2	The Bidder must bid Recurrent Cost Items
ITB 17.2	The Bidder must bid for contracts for Recurrent Cost Items not included in the main Contract.
ITB 17.5	The Incoterms edition is: **2020**

ITB 17.5 (a)	Named place of destination is: National Construction Authority, Kenya
ITB 17.6	Named place of final destination (or Project site) is: **National Construction Authority, 9th Floor KCB Plaza, Nairobi - Kenya**
ITB 17.8	ITB 17.8 is modified as follows: There are no modifications to ITB 17.8
ITB 17.9	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 18.1	The Bidder is required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 19.1	The Bid shall be valid until **22nd March 2024**
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): Not applicable
ITB 20.1	A Bid Security shall be required. A Bid-Securing Declaration shall not be required. The amount and currency of the Bid Security shall be Kenya Shillings Five Hundred Thousand (KES 500,000.00) for Lot I; Kenya Shillings One Million (KES 1,000,000.00) for Lot II; and Kenya Shillings One Million Five Hundred Thousand (KES 1,500,000.00) for Lot I&II combined or the equivalent in a freely convertible currency
ITB 20.3 (d)	Other types of acceptable securities: None
ITB 20.9	If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Purchaser will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of 2 years starting from the date the Bidder performs any of the actions.
ITB 21.1	In addition to the original of the Bid, the number of copies is: One
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney
D. Submission and Opening of Bids	
ITB 23.1	For Bid submission purposes only, the Purchaser's address is: Principal Secretary State Department of Roads Attention: Head Supply Chain Management Services

	Ground Floor, Works Building, Ngong Road
	P.O. Box 30260 - 00100 NAIROBI, KENYA
	The deadline for Bid submission is: Date: **8th December, 2023**
	Time**: 1030 Hrs East African Time (EAT)**
ITB 23.1	Bidders shall not have the option of submitting their Bids electronically.
ITB 26.1	The Bid opening shall take place at: Street Address: Works Building Floor/Room number: 9th Floor Boardroom City: Nairobi Country: Kenya Date: **8th December, 2023** Time: **1030 Hrs East African Time (EAT)**
ITB 26.1	The electronic Bid opening procedures shall be: **Not applicable**
ITB 26.6	The Letter of Bid and Price Schedules shall be initialed by **Three** representatives of the Purchaser conducting Bid opening. Specifically; **each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser.**
E. Evaluation, and Comparison of Bids	
ITB 33.1	The currency(ies) of the Bid shall be converted into a single currency asfollows: **Kenya Shillings** The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into asingle currency is: **Kenya Shillings** The source of exchange rate shall be: **the Central Bank of Kenya selling Rate** The date for the exchange rate shall be: The deadline date for Submission of Bids
ITB 35.4	The Purchaser's evaluation of responsive Bids **will not take** into accountscored technical factors, in addition to cost factors. The technical factors (sub-factors) and the corresponding weight out of100% are:

	Technical Factors 80%
	The technical proposal scoring methodology is specified in Section III-Evaluation and Qualification Criteria.
ITB 35.4	Discount Rate (I) for net present value calculations of recurrent costs (if any) 12 percent per annum.
	If rated criterion is used:
	The weight to be given for cost, X is 20%
ITB 35.8	Bids for Subsystems, lots, or slices of the overall Information System **will not** be accepted.
	Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Bids and such discounts *shall not* be considered in the price evaluation.
ITB 39.3	As additional qualification measures, the Information System (or components/parts of it) offered by the Bidder with the Most Advantageous Bid may be subjected to the following tests and performance benchmarks prior to Contract award*:* demonstration tests, performance benchmarks, documentation reviews, reference site visits, as well as training capacity of the bidder.

F. AWARD OF CONTRACT

ITB 43	The award will be made on the basis of **not rated criteria** pursuant to ITB 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.
ITB 44	The maximum percentage by which quantities may be increased is: t**wenty-five (20) percent**
	The maximum percentage by which quantities may be decreased is: t**wenty-five (20) percent**
	The items for which the Purchaser may increase or decrease the quantities are the following.
	a) Number of licenses
	b) Number of officers to be trained
ITB 47.1	The successful Bidder **shall** be required to submit the Beneficial Ownership Disclosure Form.
ITB 49	The proposed Adjudicator is: **An Adjudicator shall be appointed at therequest of either party**

	The proposed hourly fee is: **To be agreed upon by the parties to the contract.**
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." A Procurement-related Complaint may challenge any of the following:

The terms of the Bidding Documents; and

The Purchaser's decision to award the contract.

If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:

Principal Secretary

State Department of Roads
Attention: Head Supply Chain Management Services
Ground Floor, Works Building, Ngong road
P.O. Box 30260 - 00100NAIROBI, KENYA
scms@roads.go.ke

Résumé of the proposed Adjudicator.

[insert résumé]

SECTION III - EVALUATION AND QUALIFICATION CRITERIA (WITHOUT PREQUALIFICATION)

This Section contains all the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

In addition to the criteria listed in ITB 35.3 (a) to (e), the following factors shall apply:

1. Technical Evaluation (ITB 35.3 and ITB 35.4)

If, in addition to the cost factors, the Purchaser has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), the total technical points assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Bid **in accordance with the BDS** and the scoring methodology below:

Technical proposal scoring methodology

(a) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.

(b) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^{k} t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for feature "i" in category "j"

w_{ji} = the weight of feature "i" in category "j"

k = the number of scored features in category "j"

and $\sum_{i=1}^{k} w_{ji} = 1$

(c) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^{n} S_j * W_j$$

where:

S_j = the Category Technical Score of category "j"

W_j = the weight of category "j" as specified in the BDS

n = the number of categories

and $\sum_{j=1}^{n} W_j = 1$

2. Economic Evaluation

The following factors and methods will apply:

(a) Time Schedule:

The number of weeks, from the effective date specified in Article 3 of the Contract Agreement, to achieve Operational Acceptance must be no more than: *[insert the number weeks, consistent with the Implementation Schedule]*.

A Bid offering to achieve Operational Acceptance earlier than the maximum number of weeks *[specify: **shall not** / **shall**]* be given credit for bid evaluation purposes.

If an adjustment for a proposed accelerated time schedule is specified above it shall be made accordingly: For evaluation purposes a *[specify: **number**]* percent reduction in the *[specify: **overall** / **pro rata**]* Bid Price shall be made for each week the proposed achievement of the Operational Acceptance is advanced relative to the Implementation Schedule in the Purchaser's Requirements up to a limit of *[specify: **number**]* weeks of acceleration.

If awarded the Contract, the Bidder's accelerated Implementation Schedule would be formally incorporated into the Contract and this schedule shall govern the application of the contract clauses pertaining to Performance Security, liquidated damages as well as other relevant contract clauses.

(b) Recurrent Costs

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Bidder in Price Schedule Nos. 3.3 and 3.5.

Recurrent cost items for post- warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the Bid price for evaluation.

Option 1: The recurrent cost factors for calculation of the implementation schedule are:

    (i)   number of years for implementation

    (ii)   hardware maintenance

    (iii) software licenses and updates

    (iv) technical services

    (v)   telecommunication services, and

    (vi) other services (if any).

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R = \sum_{X=1}^{N} \frac{R_x}{(1+I)^x}$$

where

N = number of years of evaluated recurrent costs

x = an index number 1, 2, 3, ... N.

R_x = total Recurrent Costs for year "x," as recorded in the Recurrent Cost Sub-Table.

I = discount rate to be used for the Net Present Value calculation, as specified **in the BDS for ITB 35.4.**

or Option 2:

*[specify **alternative recurrent cost evaluation scheme** or state **"none"**]*

(c)   Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

*[specify **evaluation method**, otherwise state "**Not Applicable**"]*

3. Technical alternatives

If invited in accordance with ITB 13.4, will be evaluated as follows: *[specify **additional criteria** or state **"none"**]*

4. Combined Evaluation

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 30.

If indicated by the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} X \ + \ \frac{T}{T_{high}} (1 - X)$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weight for the Price as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB 39.

5. Qualification

Factor	5.1 ELIGIBILITY					
Sub-Factor		Criteria				**Documentation Required**
		Requirement	**Single Entity**	**Bidder**		
				Joint Venture (existing or intended)		
				All members combined	**Each member**	**At least one member**
5.1.1 Nationality	Nationality in accordance with ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –5.1.1 and 5.1.2, with attachments
5.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
5.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
5.1.4 State owned Entity of the Borrower country	Compliance with conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –5.1.1 and 5.1.2, with attachments

Factor	5.1 ELIGIBILITY					
	Criteria					Documentation Required
		Bidder				
Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
5.1.5 United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	**5.2 HISTORICAL CONTRACT NON-PERFORMANCE**				
Sub-Factor	Criteria				**Documentation Required**
		Bidder			
	Requirement	**Single Entity**	**Joint Venture (existing or intended)**		
			All members combined	**Each member**	**At least one member**	

5.2.1	History of non-performing contracts	Non-performance of a contract[1] did not occur as a result of Bidder's default since 1st January 2017	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement[2]	N / A	Form CON - 2
5.2.2	Suspension	Not under suspension based on execution of a Bid Securing Declaration or Proposal Securing Declaration pursuant to ITB 4.7 and ITB 20.10	Must meet requirement	N / A	Must meet requirement	N / A	Letter of Bid

---

[1] Nonperformance, as decided by the Purchaser, 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 Purchaser 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] This requirement also applies to contracts executed by the Applicant as JV member.

5.2.3 Pending Litigation	Bidder'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 Bidder.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement	N / A	Form CON – 2
5.2.4 Litigation History	No consistent history of court/arbitral award decisions against the Bidder[3] since 1st January 1st January 2017	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
5.2.5 Bank's SEA and/or SH Disqualification[4]	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-3

---

[3]   The Bidder shall provide accurate information on the related Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

Factor	5.3 FINANCIAL SITUATION					
Sub-Factor	Criteria					**Documentation Required**
	Requirement	**Bidder**				
		Single Entity	**Joint Venture (existing or intended)**			
			All members combined	**Each member**	**At least one member**	
5.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 5.3.1 with attachments
5.3.2 Average Annual Turnover	Minimum average annual turnover of Kenya shilling two hundred million (KES 200,000,000), calculated as total certified payments received for contracts in progress or completed, within the last three (3) years	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.2

Factor	5.3 FINANCIAL SITUATION				
Sub-Factor	**Criteria**				**Documentation Required**
	Requirement	**Bidder**			
		Single Entity	**Joint Venture (existing or intended)**		
			All members combined	**Each member**	**At least one member**	
5.3.3 Financial Resources	The Bidder 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: Equivalent of Kenya Shillings fifty million (KES 50,000,000)	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –5.3.3

Factor	5.4 EXPERIENCE					
Sub-Factor	**Requirement**	Criteria				**Documentation Required**
		Bidder				
		Single Entity	**Joint Venture (existing or intended)**			
			All members combined	**Each member**	**At least one member**	
5.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last five 5 years prior to the applications submission deadline.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-5.4.1
5.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV5 member, sub-contractor, in at least three (3) contracts within the last five (5) years, each with a value of at least Kenya shillings fifty million (Kes. 50,000,000.00), that have been successfully and substantially completed and that are similar to the proposed Information System. Supplied at a minimum 100 Licenses in a single institution; at least 10 separate stations for the institution; and carried out user training for at least 300 users. Managed the User needs for not less than one year	Must meet requirement	Must meet requirements	N / A	N/A	Form EXP 5.4.2

Factor	5.4 EXPERIENCE				
	Criteria				Documentation Required
Sub-Factor	Requirement	Bidder			
		Single Entity	Joint Venture (existing or intended)		
			All members combined	Each member	At least one member
	The successfully completed similar contracts shall be documented by a copy of an Operational acceptance certificate (or equivalent documentation satisfactory to the Purchaser) issued by the purchaser(s).				

5.5   Key Personnel

The Bidder must demonstrate that it will have suitably qualified key personnel. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

5.6   Subcontractors/vendors/manufacturers

Subcontractors/vendors/manufacturers for major items of supply or services identified in the prequalification document must meet or continue to meet the minimum criteria specified therein for each item.

Subcontractors for the following additional 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		
3		
…		

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

5.7 Manufacturer's authorization

For all powered (active) hardware and/or software components of the Information System which the Bidder does not itself produce, by submission of documentary evidence in its Bid, the Bidder must establish to the Purchaser's satisfaction that it is not prohibited to supply those components in the Purchaser's country under the Contract(s) that may result from this procurement.

(i)   In the case of powered (active) hardware and other powered equipment, this must be documented by including Manufacturer's Authorizations in the Bid (based on the form in Section IV);

(ii)   In the case of proprietary commercial software (i.e., excluding open source or "freeware" software) that the Bidder does not manufacture itself and for which the Bidder has or will establish an Original Equipment Manufacturer (OEM) relationship with the manufacture, the Bidder must provide Manufacture's Authorizations;

(iii)   In the case of proprietary commercial software (i.e., excluding open source or "freeware" software) that the Bidder does not manufacture itself and for which the Bidder does not or will not establish an OEM relationship with the manufacture, the Bidder must document to the Purchaser's satisfaction that

the Bidder is not excluded from sourcing these items from the manufacturer's distribution channels and offering these items for supply in the Borrower's Country.

(iv)   In the case of open-source software, the Bidder must identify the software item as open source and provide copies of the relevant open-source license(s).

The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

5.8   Local Representation

In the case of a Bidder not doing business within the Purchaser's country, the Bidder shall submit documentary evidence in its Bid to establish to the Purchaser's satisfaction that it is or will be (if awarded the Contract) represented by an agent in that country who is equipped and able to carry out / manage the Bidder's maintenance, technical support, training, and warranty repair obligations specified in the Purchaser's Requirements (including any response time, problem-resolution norms or other aspects that may be specified in the Contract).

SECTION IV - BIDDING FORMS

Table of Forms

Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

<u>*Note*</u>*: All italicized text is to help Bidders in preparing this form.*

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

RFB No.: *[insert **number of RFB process**]*

Alternative No.: *[insert **identification No if this is a Bid for an alternative,** otherwise state **"not applicable"**]*

We, the undersigned, declare that:

To: *[insert **complete name of Purchaser**]*

      (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

      (b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

      (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;

(d)   **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (v) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor*].

    We, including any of our subcontractors:

     (i)   [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

     (ii)   [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

     (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

(e) **Conformity:** We offer to provide design, supply and installation services in conformity with the bidding document of the following: [*insert a brief description of the IS Design, Supply and Installation Services*];

(f) Bid Price: The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

[Option 1, in case of one lot:] Total price is: *[insert **the total price of the Bid in words and figures, indicating the various amounts and the respective currencies**];*

Or

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

(g) **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***];

(h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1],* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(i) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

(j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(k) **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 World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(l) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*: **We are not a state-owned enterprise or institution** / **We are a state-owned enterprise or institution but meet the requirements of ITB 4.6**];

(m) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding 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**."]*

(n) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(p) **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 Bidder: *[*insert **complete name of the Bidder**]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert **complete name of person duly authorized to sign the Bid**]

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

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

Date signed [*insert **number**] day of [*insert **month**], [*insert **year**]

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

PRICE SCHEDULE FORMS

Notes to Bidders on working with the Price Schedules

General

1. The Price Schedules are divided into separate Schedules as follows:

    3.1   Grand Summary Cost Table

    3.2   Supply and Installation Cost Summary Table

    3.3   Recurrent Cost Summary Table

    3.4   Supply and Installation Cost Sub-Table(s)

    3.5   Recurrent Cost Sub-Tables(s)

    3.6   Country of Origin Code Table

    *[insert: **any other Schedules as appropriate**]*

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 Bidders shall have read the Technical Requirements and other sections of these bidding 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.

3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

Pricing

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

5. Bid prices shall be quoted in the manner indicated and, in the currencies, specified in ITB 18.1 and ITB 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these bidding documents.

6. The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Purchaser will correct any arithmetic error in accordance with the provisions of ITB 32.

7. Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITB 18.2, no more than three foreign currencies may be used.

3.1   Grand Summary Cost Table

		[insert: **Local Currency**] **Price**	[insert: **Foreign Currency A**] **Price**	[insert: **Foreign Currency B**] **Price**	[insert: **Foreign Currency C**] **Price**
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)				
2.	Recurrent Costs (from Recurrent Cost Summary Table)				
4.	Grand Totals (to Bid Submission Form)				

Name of Bidder:	
Authorized Signature of Bidder:	

3.2   Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and 18.

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Supply & Installation Prices				
			Locally supplied items	Items supplied from outside the Purchaser's Country			
			[insert: Local Currency] Price	*[insert: Local Currency]* Price	*[insert: Foreign Currency A]* Price	*[insert: Foreign Currency B]* Price	*[insert: Foreign Currency C]* Price
0	Project Plan	- -	- -	- -	- -	- -	- -
1	Subsystem 1	1					
	SUBTOTALS						
	TOTAL (To Grand Summary Table)						

Note: - - indicates not applicable. "Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Bidder:	
Authorized Signature of Bidder:	

3.3   Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and ITB 18.

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	*[insert: Local Currency] Price*	*[insert: Foreign Currency A] Price*	*[insert: Foreign Currency B] Price*	*[insert: Foreign Currency C] Price*
y	Recurrent Cost Items					
y.1	____	y.1				
	Subtotals (to Grand Summary Table)					

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

Name of Bidder:	
Authorized Signature of Bidder:	

3.4   Supply and Installation Cost Sub-Table *[insert: identifying number]*

Line item number: *[specify: relevant line item number from the Supply and Installation Cost Summary Table (e.g., 1.1)]*

Prices, rates, and subtotals MUST be quoted in accordance with ITB 17 and ITB 18.

				Unit Prices / Rates					Total Prices				
				Supplied Locally	Supplied from outside the Purchaser's Country				Supplied Locally	Supplied from outside the Purchaser's Country			
Compo-nent No.	Component Description	Country of Origin Code	Quan-tity	*[insert: local currency]*	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert foreign currency B]*	*[insert: foreign currency C]*	*[insert: local currency]*	*[insert: local currency]*	*[insert: foreign currency A]*	*[insert: foreign currency B]*	*[insert: foreign currency C]*
X.1	____	- -	- -	- -	- -	- -	- -	- -					
Subtotals (to *[insert: line item]* of Supply and Installation Cost Summary Table)													

Note: - - indicates not applicable.

Name of Bidder:		
Authorized Signature of Bidder:		

3.5   Recurrent Cost Sub-Table *[insert: identifying number] -- Warranty Period*

Lot number: *[if a multi-lot procurement, insert: **lot number,** otherwise state **"single lot procurement"]***

Line item number**:** *[specify: **relevant line item number from the Recurrent Cost Summary Table** – (e.g., y.1)]*

Currency: *[specify: **the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed]***

*[As necessary for operation of the System, specify: **the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed.** Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.]*

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and ITB 18.

Compone nt No.	Component	Maximum all-inclusive costs (for costs in *[insert: currency]*)						Sub-total for *[insert: currency]*
		Y1	Y2	Y3	Y4	...	Yn	
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty						
2.1	System and General-Purpose Software	Incl. in Warranty						
2.2	Application, Standard and Custom Software	Incl. in Warranty						
3.	Technical Services							
3.1	Sr. Systems Analyst							

Compone nt No.	Component	Maximum all-inclusive costs (for costs in *[insert: currency]*)						Sub-total for *[insert: currency]*
		Y1	Y2	Y3	Y4	...	Yn	
3.2	Sr. Programmer							
3.3	Sr. Network Specialist, ….. etc.							
4.	Telecommunications costs [to be detailed]							
5.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							- -
Cumulative Subtotal (to *[insert: currency]* entry for *[insert: line item]* in the Recurrent Cost Summary Table)								

Name of Bidder:	
Authorized Signature of Bidder:	

3.6   Country of Origin Code Table

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

FORM ELI 5.1.1- BIDDER INFORMATION FORM

*[**Note***: The Bidder 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 Bid submission**]*

RFB No.: *[insert **number of Bidding process**]*

Alternative No.: *[insert **identification No if this is a Bid for an alternative]** otherwise state **"not applicable"**

Page _____ of_ _____ pages

1. Bidder's Name *[insert **Bidder's legal name**]*
2. In case of JV, legal name of each member : *[insert **legal name of each member in JV**]*
3. Bidder's actual or intended country of registration: *[insert **actual or intended country of registration**]*
4. Bidder's year of registration: *[insert **Bidder's year of registration**]*
5. Bidder's Address in country of registration: *[insert **Bidder's legal address in country of registration**]*
6. Bidder'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 ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy

- Operation under commercial law
- Establishing that the Bidder is not under the supervision of the Purchaser

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

FORM ELI 5.1.2- BIDDER'S JV MEMBERS INFORMATION FORM

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

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

RFB No.: *[insert **number of Bidding process**]*

Alternative No.: *[insert **identification No if this is a Bid for an alternative,** otherwise state **"not applicable"**]*

Page _____ of_ _____ pages

1. Bidder's Name: *[insert **Bidder's legal name**]*
2. Bidder's JV Member's name: *[insert **JV's Member legal name**]*
3. Bidder's JV Member's country of registration: *[insert **JV's Member country of registration**]*
4. Bidder's JV Member's year of registration: *[insert **JV's Member year of registration**]*
5. Bidder's JV Member's legal address in country of registration: *[insert **JV's Member legal address in country of registration**]*
6. Bidder'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 ITB 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 Purchaser in accordance with ITB 4.6.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

FORM CON – 2- HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: _____*[insert **date**]*

JV member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

<div align="right">Page _____ of _____ pages</div>

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1ˢᵗ January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 5.2.1.			
☐ Contract(s) not performed since 1ˢᵗ January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 5.2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)**
[insert year]	*[insert **amount** and **percentage**]*	Contract Identification: *[indicate **complete contract name/ number, and any other identification**]* Name of Employer: *[insert **full name**]* Address of Employer: *[insert **street/city/country**]* Reason(s) for nonperformance: *[indicate **main reason(s)**]*	*[insert **amount**]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Sub-Factor 5.2.3.			
☐ Pending litigation in accordance with Sub-Factor 5.2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[specify year]	*[specify amount and currency]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]* Matter in dispute: *[describe **Matter of dispute**]* Party who initiated the dispute: *[specify **Initiator of dispute**]* Status of dispute: *[specify **Status of dispute**]*	*[specify total contract amount and currency, USD equivalent and exchange rate]*
[specify year]	*[specify amount and currency]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]* Matter in dispute: *[describe **Matter of dispute**]* Party who initiated the dispute: *[specify **Initiator of dispute**]* Status of dispute: *[specify **Status of dispute**]*	*[specify total contract amount and currency, USD equivalent and exchange rate]*
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Sub-Factor 5.2.4.			
☐ Litigation History in accordance with Sub-Factor 5.2.4 as indicated below.			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
[specify year]	*[specify percentage of net worth]*	Contract Identification: *[insert **Contract ID**]* Name of Employer: *[insert **Name of Employer**]* Address of Employer: *[insert **Address of Employer**]*	*[specify total contract amount and currency, USD equivalent and exchange rate]*

FORM CON – 3

SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT PERFORMANCE DECLARATION

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
in accordance with Section III, Qualification Criteria, and Requirements
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations   ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations   ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.*]

FORM EXP 5.4.1- GENERAL EXPERIENCE

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Bidder
[insert month / year]	*[insert month / year]*	*[insert number of years]*	Contract name: *[insert **Name of Contract**]* Brief Description of the Information System performed by the Bidder: *[describe **Information System**]* Name of Purchaser: *[insert **Name of Purchaser**]* Address: *[insert **Address of Purchaser**]*	*[describe **role of Bidder under the contract**]*
[insert month / year]	*[insert month / year]*	*[insert number of years]*	Contract name: *[insert **Name of Contract**]* Brief Description of the Information System performed by the Bidder: *[describe **Information System**]* Name of Purchaser: *[insert **Name of Purchaser**]* Address: *[insert **Address of Purchaser**]*	*[describe **role of Bidder under the contract**]*
[insert month / year]	*[insert month / year]*	*[insert number of years]*	Contract name: *[insert **Name of Contract**]* Brief Description of the Information System performed by the Bidder: *[describe **Information System**]* Name of Purchaser: *[insert **Name of Purchaser**]* Address: *[insert **Address of Purchaser**]*	*[describe **role of Bidder under the contract**]*
[insert month / year]	*[insert month / year]*	*[insert number of years]*	Contract name: *[insert **Name of Contract**]* Brief Description of the Information System performed by the Bidder: *[describe **Information System**]* Name of Purchaser: *[insert **Name of Purchaser**]* Address: *[insert **Address of Purchaser**]*	*[describe **role of Bidder under the contract**]*

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

FORM EXP – 5.4.2- SPECIFIC EXPERIENCE

Bidder's Legal Name: *[insert **Bidder's Legal Name]***

Date: *[insert **Date]***

JV Member Legal Name: *[insert **JV Member Legal Name]***

RFB No.: *[insert **RFB number]***

Page _____ of _____ pages

Similar Contract Number: ___ of ___ required.	Information		
Contract Identification	*[insert **Contract ID]***		
Award date Completion date	*[insert **Date of Award*** *[insert **Date of Completion***		
Role in Contract	☐ Prime Supplier	☐ Management Contractor	☐ Subcontractor
Total contract amount			
If member in a JV or subcontractor, specify participation of total contract amount			
Purchaser's Name:	_____		
Address: Telephone/fax number: E-mail:	_____ _____ _____		

FORM EXP – 5.4.2 (CONT.)- SPECIFIC EXPERIENCE (CONT.)

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

Similar Contract No. *[insert specific number]* **of** *[insert total number of contracts]* **required**	**Information**
Description of the similarity in accordance with Sub-Factor 5.4.2 of Section III:	
Amount	*[insert **contract amount and currency and USD equivalent and exchange rate**]*
Geographical Scope	*[describe **geographic scope of the users of the information system**]*
Functional Scope	*[describe **the functionalities provided by the information system**]*
Methods/Technology	*[describe **methodologies and technologies used to implement the information system**]*
Key Activities	*[describe **the key activities of the Bidder under the contract**]*

FORM CCC- SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS / WORK IN PROGRESS

[Bidders and each partner to an Joint Venture bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.]

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

Name of contract	Purchaser, contact address/tel./fax	Value of outstanding Information System (current US$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US$ equivalent/month)
1. *[insert **Name of Contract]**	*[insert **Name of Purchaser, contact address, telephone / fax number]**	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]**	*[insert **Estimated completion date]**	*[insert **Average monthly invoices in USD equivalent and exchange rate]**
2. *[insert **Name of Contract]**	*[insert **Name of Purchaser, contact address, telephone / fax number]**	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]**	*[insert **Estimated completion date]**	*[insert **Average monthly invoices in USD equivalent and exchange rate]**
3. *[insert **Name of Contract]**	*[insert **Name of Purchaser, contact address, telephone / fax number]**	*[insert **Total Outstanding Contract Value of the information system in USD equivalent and exchange rate]**	*[insert **Estimated completion date]**	*[insert **Average monthly invoices in USD equivalent and exchange rate]**
...				

FORM FIN – 5.3.1- FINANCIAL SITUATION: HISTORICAL FINANCIAL PERFORMANCE

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

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

Financial information in US$ equivalent	Historic information for previous *[insert number]* years *(US$ 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 Bidder 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)

FORM FIN – 5.3.2- AVERAGE ANNUAL TURNOVER

[To be completed by the Bidder and, if JV, by each member]

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	US$ equivalent
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*[insert **year**]*	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*
*Average Annual Turnover	*[insert **amount and currency**]*	*[insert **amount in USD equivalent and exchange rate**]*

*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 5.3.2.

FORM FIN 5.3.3- FINANCIAL RESOURCES

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

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

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 contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Source of financing	Amount (US$ equivalent)
1. *[describe **type and source of available financing**]*	*[insert **amount of available financing in USD equivalent and exchange rate**]*
2. *[describe **type and source of available financing**]*	*[insert **amount of available financing in USD equivalent and exchange rate**]*
3. *[describe **type and source of available financing**]*	*[insert **amount of available financing in USD equivalent and exchange rate**]*
4. *[describe **type and source of available financing**]*	*[insert **amount of available financing in USD equivalent and exchange rate**]*

PERSONNEL CAPABILITIES- KEY PERSONNEL

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

Bidder's Legal Name: *[insert **Bidder's Legal Name]***

Date: *[insert **Date]***

JV Member Legal Name: *[insert **JV Member Legal Name]***

RFB No.: *[insert **RFB number]***

Page _____ of _____ pages

Bidders 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.

Key Personnel

1.	Title of position: *[insert **Title of position / role in team]***	
	Name of candidate: *[insert **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 Gantt chart***]
2.	Title of position: *[insert **Title of position / role in team]***	
	Name of candidate: *[insert **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 Gantt chart***]
3.	Title of position: *[insert **Title of position / role in team]***	

Name of candidate: *[insert **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 Gantt chart**]

Candidate Summary

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

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

Position; *[insert **Title of Position**]*		Prime ☐ Alternate
Candidate information	Name of candidate *[insert **Name Candidate**]*	Date of birth *[insert **Date of Birth**]*
	Professional qualifications *[describe **Professional qualifications**]*	
Present employment	Name of Employer *[insert **Name of Present Employer**]*	
	Address of Employer *[insert **Address of Present Employer**]*	
	Telephone *[insert **Telephone** of **Contact**]*	Contact (manager / personnel officer) *[insert **Name**]*
	Fax *[insert **fax of Contact**]*	email *[insert **email** of **Contact**]*
	Job title of candidate *[insert **Job Title Candidate**]*	Years with present Employer *[insert . **Number of years**]*

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
[insert year]	*[insert year]*	*[describe **experience relevant to the proposed Contract under the RFB**]*
[insert year]	*[insert year]*	*[describe **experience relevant to the proposed Contract under the RFB**]*
[insert year]	*[insert year]*	*[describe **experience relevant to the proposed Contract under the RFB**]*
[insert year]	*[insert year]*	*[describe **experience relevant to the proposed Contract under the RFB**]*

CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL FORM

Note to the Purchaser:

> ***The following minimum requirements shall not be modified***. *The Purchaser may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*
>
> ***Delete this Box prior to issuance of the bidding documents.***

Note to the Bidder:

> **The minimum content of the Code of Conduct form as set out by the Purchaser shall not be substantially modified**. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.
>
> The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL

We are the Supplier, [*enter name of Supplier*]. We have signed a contract with [*enter name of Purchaser*] for [*enter description of the Information System*]. The Information System will be supplied to and installed at [*enter the Project Site/s]*. Our contract requires us to implement measures to address environmental and social risks.

This Code of Conduct identifies the behavior that we require from Supplier's Personnel employed in the execution of the Contract at the Project Site/s.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Supplier's Personnel employed in the execution of the Contract at the Project Site/s shall:

1. carry out his/her duties competently and diligently;

2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Supplier's Personnel and any other person;

3. maintain a safe working environment including by:

> a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
>
> b. wearing required personal protective equipment;
>
> c. using appropriate measures relating to chemical, physical and biological substances and agents; and
>
> d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's Personnel;

7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;

10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);

11. report violations of this Code of Conduct; and

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Purchaser, or who makes use of the grievance mechanism for Supplier's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Supplier's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Supplier to handle these matters*] in writing at this address [   ] or by telephone at [   ] or in person at [   ]; or

2. Call [ ] to reach the Supplier's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Supplier's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SUPPLIER's PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Supplier's contact person(s) with relevant experience*] requesting an explanation.

Name of Supplier's Personnel: *[insert **name**]*

Signature: _____

Date: (day month year): *[insert **date**]*

Countersignature of authorized representative of the Supplier:

Signature: _____

Date: (day month year): *[insert **date**]*

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Supplier's Personnel tells a member of the community that he/she can get them jobs related to the project site in exchange for sex.

- A Supplier's Personnel rapes, or otherwise sexually assaults a member of the community.

- A Supplier's Personnel denies a person access to the Project Site/s unless he/she performs a sexual favor.

- A Supplier's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- A Supplier's Personnel comment on the appearance of another Supplier's Personnel (either positive or negative) and sexual desirability.

- When a Supplier's Personnel complains about comments made by another Supplier's Personnel on his/her appearance, the other Supplier's Personnel comment that he/she is "asking for it" because of how he/she dresses.

- Unwelcome touching of a Supplier's Personnel or Purchaser's Personnel by another Supplier's Personnel.

- A Supplier's Personnel tells another Supplier's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

TECHNICAL CAPABILITIES

*[**Note**: To be completed by the Bidder and, if JV, by each member]*

Bidder's Legal Name: *[insert **Bidder's Legal Name**]*

Date: *[insert **Date**]*

JV Member Legal Name: *[insert **JV Member Legal Name**]*

RFB No.: *[insert **RFB number**]*

Page _____ of _____ pages

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

MANUFACTURER'S AUTHORIZATION

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

Invitation for Bids Title and No.: *[Purchaser insert: **RFB Title and Number**]*

To: *[Purchaser insert: **Purchaser's Officer to receive the Manufacture'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 hereby authorize *[insert: **name of Bidder or Joint Venture**]* located at *[insert: **address of Bidder or Joint Venture**]* (hereinafter, the "Bidder") to submit a bid 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 bidding results in a Contract between you and the Bidder, 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)]

SUBCONTRACTOR'S AGREEMENT

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

Invitation for Bids Title and No.: *[Purchaser insert: **RFB Title and Number**]*

To: *[Purchaser insert: **Purchaser's Officer to receive the Subcontractor's Agreement]**

WHEREAS *[insert: **Name of Subcontractor**]*, having head offices at *[insert: **address of Subcontractor**]*, have been informed by *[insert: **name of Bidder or Joint Venture**]* located at *[insert: **address of Bidder or Joint Venture**]* (hereinafter, the "Bidder") that it will submit a bid 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 Bidder 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)]

List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualifications

INTELLECTUAL PROPERTY FORMS

Notes to Bidders on working with the Intellectual Property Forms

In accordance with ITB 11.1(j), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (a) System, General-Purpose, or Application Software; (b) Standard or Custom Software; (c) Proprietary or Open Source. Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC. The Bidder must also include the text of the software licenses for the software titles proposed.

Software List

Title	(select one per title)			(select one per title)		(select one per title)	
	System	General-Purpose	Application	Standard	Custom	Proprietary	Open Source
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							

Attachments: Proposed Software Licenses

List of Custom Materials

Custom Materials
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*

CONFORMANCE OF INFORMATION SYSTEM MATERIALS

Format of the Technical Bid

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

(a). The Bidder's Preliminary Project Plan, including, but not restricted, to the topics specified in the BDS ITB 16.2. The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

(b). A written confirmation by the Bidder 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 offered to those Technical Requirements.

In demonstrating the responsiveness of its bid, the Bidder must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Bidder's Technical Bid 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 Bidder's Technical Bid.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Bidder'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 Bidder should indicate *that* – and to the greatest extent practical – *how* the Bidder would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (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 – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Bid.

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

Note: As a matter of practice, the contract cannot be awarded to a Bidder whose Technical Bid 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.). In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

(e).   Any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required Bidders to bid.

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

Technical Responsiveness Checklist (Format)

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

FORM OF BID SECURITY (BANK GUARANTEE)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

 [Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its **name and address**]*

RFB No.: *[Purchaser to insert reference **number for the RFB**]*

Alternative No*.: [Insert identification No if this is a Bid for an alternative]*

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

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

We have been informed that *[insert **name of the Bidder**, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert **Name of Contract**]* under Request for Bids No. [*insert **number**]* ("the RFB").

Furthermore, we understand that, according to the Beneficiary's, Bids must be supported by a Bid guarantee.

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

   (a)   has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

   (b)   having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) execute the Contract Agreement, if required, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

_____

[signature(s)]

FORM OF BID SECURITY (BID BOND)

BOND NO. *[insert **number**]*

BY THIS BOND *[insert **Name**]* as Principal (hereinafter called "the Principal"), and *[insert **Name**]*, **authorized to transact business in** *[insert **Jurisdiction**],* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert **Purchaser Name**]* as Obligee (hereinafter called "the Purchaser") in the sum of *[insert **amount in figures**]* [1] (*[insert **amount in words**]*), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the *[insert **ordinal number** day of *[insert **month**] [insert **year**]*,* for *[insert **name of Contract**]* (hereinafter called the "Bid").

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

(a)   withdraws its Bid prior to the Bid validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or

(b)   having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to; (i) execute the Contract Agreement, or (ii) furnish the Performance Security in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal's Letter of Bid or extended thereto provided by the Principal.

---

[1]   The amount of the Bond shall be denominated in the currency of the *Purchaser*'s Country or the equivalent amount in a freely convertible currency.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert **number** day of [insert **month**] [insert **year**].*

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

_____   _____
(Signature)   *(Signature)*

(Printed name and title)   *(Printed name and title)*

FORM OF BID-SECURING DECLARATION

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

Date: *[insert **date** (as day, month and year)]*
Bid No.: *[insert **number of bidding process**]*
Alternative No.: *[insert **identification No if this is a Bid for an alternative**]*

To: *[insert **complete name of Purchaser**]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the bid conditions, because we:

(a)   have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

(b)   having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder***** *[insert **Name of Bidder**]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder*******[insert **Name of authorized person**]*

Title of the person signing the Bid*[insert **Title of authorized person**]*

Signature of the person named above_____ _____

Date signed *[insert **ordinal number**]* day of *[insert **month**]* , *[insert **year**]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Information System

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms and information systems from the following countries are excluded from this bidding process:

Under ITB 4.8(a) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.8(b) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

SECTION VI - FRAUD AND CORRUPTION

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

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

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

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

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

   v. "obstructive practice" is:

   (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

   (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank 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;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] 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 Bank.

---

[1] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, 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] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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

PART 2 – PURCHASER'S REQUIREMENTS

SECTION VII - REQUIREMENTS OF THE INFORMATION SYSTEM

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

Technical Requirements

Table of Contents: Technical Requirements

A. ACRONYMS USED IN THE TECHNICAL REQUIREMENTS

0.1   Acronym Table

Term	Explanation
bps	bits per second
cps	characters per second
DBMS	Database Management System
DOS	Disk Operating System
dpi	dots per inch
Ethernet	IEEE 802.3 Standard LAN protocol
GB	gigabyte
Hz	Hertz (cycles per second)
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Standards Organization
KB	kilobyte
kVA	Kilovolt ampere
LAN	Local area network
lpi	lines per inch
lpm	lines per minute
MB	megabyte
MTBF	Mean time between failures
NIC	Network interface card
NOS	Network operating system
ODBC	Open Database Connectivity
OLE	Object Linking and Embedding
OS	Operating system
PCL	Printer Command Language
ppm	pages per minute
PS	PostScript -- Adobe page description language

Term	Explanation
RAID	Redundant array of inexpensive disks
RAM	Random access memory
RISC	Reduced instruction-set computer
SCSI	Small Computer System Interface
SNMP	Simple Network Management Protocol
SQL	Structured Query Language
TCP/IP	Transmission Control Protocol / Internet Protocol
V	Volt
WLAN	Wireless LAN

B. FUNCTIONAL, ARCHITECTURAL AND PERFORMANCE REQUIREMENTS

1.1 Legal and Regulatory Requirements to be met by the Information System

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

1.1.1.1 Constitution of Kenya 2010

1.1.1.2 The Public Procurement and Asset Disposal Act (No. 33 of 2015)

1.1.1.3 The Public Procurement and Asset Disposal Regulations, 2020

1.1.1.4 Public Finance Management Act 2012

1.1.1.5 Public Finance Management Regulations (the National and County Governments) 2015

1.1.1.6 Data Protection Act, 2019 – Other international standards on data protection

1.1.1.7 Kenya Information and Communications Act 1998 (rev 2012)

1.1.1.8 Computer Misuse and Cyber Act of 2018

1.1.1.9 The National Information, Communication and Technology (ICT) Policy Guidelines of 202

1.1.1.10 National ICT standards 2016 (rev 2020)

1.1.1.11 ISO 27000 standards.

1..1.1.12 Public Service Commission Act

1.2 Business Function Requirements to be met by the Information System

1.2.1 The Information System MUST support the following business functions

1.2.1.1 Human Resources management and development

1.2.1.2 Finance and accounts

1.2.1.3 Procurement including an e-procurement portal

1.2.1.4Adminstration

1.2.1.5 Performance contracting

1.2.1.6 Payroll processing

1.2.1.9 Records and document management

1.2.1.10 Intelligence and analytics

1.3   Architectural Requirements to be met by the Information System

1.3.1   The Information System MUST be supplied and configured to implement the following architecture.

1.3.1.1 Software Architecture:

a)   The solution should support a multi-tier architecture with each tier fully independent.

b)   The solution should have the ability to integrate with Active Directory (for internal user authentication) and e-mail system and also provide a flexible API for system integration and application development.

c)   The solution should be modular allowing phased implementation of additional modules.

d)   The system should provide a modular facility to customize the document management interface to meet specific functional requirements.

The System architecture should be based on multi-tier design to achieve the following but not limited to Service Orientation; Multi-platform support; Maintainability; Interoperability; Security; Separation of Concerns; Database Independency; Performance improvement; High-level usability; and High availability. The tenderer should demonstrate that the solution architecture includes these requirements.

1.3.1.2 Hardware Architecture: Not Applicable

1.4   Systems Administration and Management Functions Required to be met by the Information System

1.4.1   The Information System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

1.4.1.2 Installation, Configuration and Change Management: *To conform to the original software manufacturer and the receiving country*

1.4.1.3 Operational Monitoring, Diagnostics, and Troubleshooting: *To conform to the original software manufacturer and the receiving country*

1.4.1.4 User Administration and Access Control; User and Usage Monitoring and Audit Trails: *To conform to the original software manufacturer and the receiving country*

1.4.1.5 System and Information Security and Security Policies: *To conform to the original software manufacturer and the receiving country*

1.4.1.6 <u>Back-up and Disaster-Recovery</u>:   *To conform to the original software manufacturer and the receiving country*

1.5   Performance Requirements of the Information System

1.5.1   The Information System MUST reach the following performance levels.

1.5.1.1 The system is critical as defined in the Technical Specifications and as such needs to achieve 99.9% operational performance

1.5.1.2 The system should support a minimum of 100 concurrent users across the whole carrying out different transactions

1.5.1.2

C. SERVICE SPECIFICATIONS – SUPPLY & INSTALL ITEMS

2.1   System Analysis, Design and Customization/Development

2.1.1   The Supplier MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

2.1.1.1 <u>Detailed Analysis</u>: The solution should be developed and customized, in compliance to the functional requirements and as specified by the client during analysis and System Requirement Specification (SRS) preparation phase. The Supplier shall develop the system test plan and test script in collaboration with the client, which will be used for testing the system. UAT shall be carried out for all functions and processes as provided for in the Bid Document.

2.1.1.2 <u>Physical Design</u>:   Software Design; Interface Design Document; Database Design Document; etc

2.1.1.3 <u>Integrated System</u>*: The functional modules of the system shall have seamless communication and accessed through single sign on. The Supplier shall provide detailed description of how the proposed system modules interoperate.

2.2   Software Customization / Development

2.1.1   The Supplier MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and/or with the following technologies and/or tools.

2.1.1.1 <u>Software Development Method</u>: The Tenderer shall propose and provide a detailed development/customization method, technologies and tools for the system development process based on Open Standards and Open Architecture The software development

methodology, CASE tools and Standards used must have the least disruptions to the Authority's operations and ensure quality, timeliness and efficiency.

2.3   System Integration (to other existing systems)

2.3.1   The Supplier MUST perform the following Integration Services and provide a detailed integration plan for the solution. The integration requirements should be agreed with the client during SRS phases.

2.3.2 The system should be integrated/ Interfaced with the following systems but not limited to

   i.   Regulatory Construction Information System (RCIS);
  ii.   Online Project Registration System (OPRS);
 iii.   Payment gateways e.g. (e-Citizen)
 iv.   Financial institutions – Banks
  v.   Government procurement portal

2.4   Training and Training Materials

2.4.1   The Supplier MUST provide the following Training Services and Materials.

2.4.1.1 <u>User</u>: Provide online and free knowledge base for all software components and modules supplied. The training to cover common use modules and processes for all staff and detailed training with reference materials. To ensure that all users gain the necessary knowledge and product exposure to enable them to use the software with optimum efficiency and effectiveness, so as to maximize the investment in the software. The users to be issued with proficiency certificates after the trainings.

2.4.1.2   <u>Business Process Owners:</u> The supplier will provide a comprehensive and hands on training to the business team on business functionalities of the system. The trainings shall be on the job training for the contract period. Monthly training reports shall be annexes of the periodic progress reports. The business team shall be required to take a final exam at the end of the course and

be awarded a certificate on attainment of a set pass mark.

2.4.1.2 <u>Technical</u>: The supplier is expected to provide the training curriculum to be used to train IT technical staff on all aspects of the system including but not limited to; development, customization, system administration, database, security, troubleshooting and other technical aspects. The tenderer shall train six (6) technical staff in the following areas: database, security, application, of their proposed solution at the Original Equipment Manufacturer (OEM) certified training facility. The technical team shall be required to take a final exam at the end of the course and be awarded a certificate

on attainment of a set pass mark. The tenderer is expected to cover the travel and accommodation cost for any international training.

2.4.1.3 <u>Management</u>: The supplier to provide training to the management for the familiarization with the functionality, technology and methodology components of the Information System, corporate management of information systems;

2.5   Data Conversion and Migration

2.5.1   The Supplier MUST provide tools and perform Data Conversion and Migration Services from the existing system(s) to the new system, but not limited to, the staff records & data, supplier database, financial data, and other re- usable standard data. The Tenderer should assess the data re-usability during the SRS phase. Existing database is MSSQL.

2.5.2 The Client in collaboration with the Supplier shall undertake data cleaning. The current data held by the Authority is approximately 35TB.

2.6   Documentation Requirements

2.6.1   The Supplier MUST prepare and provide the following Documentation.

2.6.1.1 <u>End-User Documents</u>: The supplier shall develop training materials illustrated in English with screen shots of all user interfaces of the system. The training materials must be designed to also facilitate Training for Trainers approach, and must be developed with a view that they can be used by all category of users and ToTs in conducting future training. The bidder is expected to provide all trainees with training material in soft as animated videos, an e-book format and a printable version.

2.6.1.2 <u>Technical Documents</u>: The supplier must provide in hard-copy and electronic format system technical manuals in English on all aspects of the system including but not limited to; development, customization, system administration, database, security, troubleshooting and other technical aspects. The supplier must maintain and update all documentation for any system changes performed by the supplier during the contract period and any negotiated extensions at no cost to the client. The supplier must agree that the purchaser shall have the right to copy all documents for necessary distribution.

2.7   Requirements of the Supplier's Technical Team

2.7.1   The Supplier MUST maintain a technical team of the following roles and skill levels during the <u>Supply and Installation Activities</u> under the Contract:

2.7.1.1 <u>Project Team Leader (1)</u>: Must have at least a university degree preferably in Computer Science or Information Technology OR a Business-related Degree with a relevant IT certification; Experience of 10 years' and above in Project Management and Implementation or Process Consulting; Professional qualification in project management e.g., Project Management Professional (PMP) or Prince2 Certified; and Experience in implementing at least five (5) ERP Systems.

2.7.1.2 <u>Financial Expert (2)</u>: Must possess a bachelor's degree in Commerce, Business or related field; a Certified Professional Accountant (CPA-K); experience in implementing at least three (3) ERP Systems; and post qualification experience above 5 years.

2.7.1.3 <u>Supply Chain Expert (2)</u>: Must possess a Bachelor's degree in Supply Chain, Commerce, Business or related field; a Certified Professional in Supply Chain; Experience in implementing at least three (3) ERP Systems; and Post qualification experience above 5 years.

2.7.1.4 <u>Human resource & Administration Expert (1)</u>: Must possess a Bachelor's degree in Human Resources, Business Administration, or related field; must be a certified member of an HR Body in Kenya; Experience in implementing at least three (3) ERP Systems; and Post qualification experience above 5 years.

2.7.1.5 <u>Database Expert (1)</u>: Must possess BSc degree in computer science/IT or relevant field; Certification in Database Management Systems (MSSQL); have experience of at least 5 years in system development/ or in relevant field; and experience in implementing at least three (3) ERP Systems.

2.7.1.6 <u>System Analyst (1)</u>: Must have at least 5 years of experience in Business analysis; experience of having undertaken five (3) ICT projects as a business analyst in the last 5 years; a degree in IT and/or business-related fields; must have working knowledge of using Business analysis tools; and professional Certification in Business Analysis or related fields.

2.7.1.7 <u>Programming Expert (2)</u>: Must have a Bachelor's degree in Computer Science, Computer/Software Engineering or related field; have at least 5 years' experience in programming; systems design development, implementation and integration to third party systems, must have certification in the proposed ERP solution; and experience in implementing at least three (3) ERP Systems

2.7.1.8 <u>System Security Expert (1)</u>: Must have at least 5 years of experience in implementation of system security; a minimum of 3 projects undertaken in the last 5 years; a Bachelor's Degree in IT or related (Information System, Computer Science, Computer Engineering, Software Engineering e.tc); and professional Certification in system security e.g., CISM, CISSP, etc.

2.7.1.9 <u>System Administrator (1):</u> At least 8 years of experience in System Administration; a minimum of 3 projects undertaken in the last 5 years; a Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc); and professional Certification in system security e.g. MCSA, Linux system Administrator, MCSE etc.

2.7.1.10 <u>System Integrator (1):</u> Must have at least 8 years of experience in integration, test and delivery of Enterprise Systems; a minimum of 3 projects undertaken in the last 5 years; a Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc); professional Certifications in system integration (e.g Control System Integrators Association (CSIA), Certified System Integrator Professional C-SIP, Certified Systems Integrator (CSI), etc).

2.7.1.11 <u>Solution Architect Engineer (1):</u> Must have at least 8 years of experience in software architecture, Business analysis IT architecture; a minimum of 3 projects undertaken in the last 5 years; a Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc); and professional Certifications in system architecture design

2.7.1.12 <u>Training and documentation Specialist (2):</u> Must possess a degree in education, communication, sociology or any related social science qualification; 5 years of experience in content development, capacity building and program management; and have undertaken 3 projects in system documentation and curriculum development.

2.7.1.13 <u>Technical Team Numbers:</u> The Tenderer is at liberty to propose additional staff competencies/ short-term specialists as deemed appropriate for the successful execution of the assignment to particularly meet the tight implementation schedule.

D. TECHNOLOGY SPECIFICATIONS – SUPPLY & INSTALL ITEMS

3.0 General Technical Requirements

3.0.1 Language Support: All information technologies must provide support for the *English.* Specifically, all display technologies and software must support the ISO ISO-8859-1 character set and perform sorting according to

3.0.2 Electrical Power: not applicable

3.0.3 Environmental: Unless otherwise specified, all equipment must operate in environments of 0-40 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust.

3.0.4 Safety:

3.0.4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than *55* decibels.

3.0.4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting US FCC class B or END 55022 and END 50082-1 or equivalent, emission standards.

3.1 Computing Hardware Specifications

3.1.1 Processing Unit Type 1: As specified in the Technical Specification Document.

3.1.1.1 Processing unit performance: As configured for the bid, the processing unit MUST, at a minimum,

(a) Achieve *Not Applicable*

(b) Provide input-output performance, as follows *Not Applicable*

3.1.1.2 Processor expandability: *Not Applicable*

3.1.1.3 Processor memory and other storage: Not Applicable

3.1.1.4 Processing unit fault tolerance: *Not Applicable*

3.1.1.5 Processing unit management features: *Not Applicable*

3.1.1.6 Processing unit input and output devices: *Not Applicable*

3.1.1.7 Other processing unit features: *Not Applicable*

3.1.2 Processing Unit Type 2: *Not Applicable*

3.2 Network and Communications Specifications

3.2.1 Local Area Network: The Authority has a Local Area Network in which the system should be available

3.2.2 Wide-Area Network: The Authority's regional and liaison office are connected to the Head Quarters through a wide area network and the system should be available in all the Authority regional and liaison offices.

3.2.3 Other Communications Equipment: *Not Applicable*

3.2.4 Video Conferencing/Congress Equipment: Not Applicable

3.3 Ancillary Hardware Specifications

3.3.1 Shared Data Storage Devices: *Not Applicable*

3.3.2 Shared Output and Input Devices: Not Applicable

3.3.3 Power Conditioning Devices: Not Applicable

3.3.4   Specialized Furnishing/Equipment: *Not Applicable*

3.4   Standard Software Specifications

3.4.1   System Software and System-Management Utilities:

3.4.1.1 Processing unit type 1: The system setup envisaged is a client server with the clients being on a windows environment

3.4.2   Networking and Communications Software: As specified in the Technical Specification Document.

3.4.3   General-Purpose Software:

3.4.4   Database Software and Development Tools: The database should be a Relation Database Management System (RDBMS). The system shall be based on open-source database in line with the National Information Communication Technology (ICT) Policy and Guidelines 2020, and the National ICT Standards, 2020. The database shall have the following features, but not limited to; -

   i.   Latest stable version/release of the DBMS.
   ii. Provides high-level data security, integrity and consistency.
   iii. Provides advanced database administration with graphical user interface tool Based on Industry standards.
   iv. Capable of storing large amounts of data. This system must be able to handle huge number of records and transactions.
   v.   Support industry standard Structured Query Language (SQL) for data definition, data manipulation as well as database queries.
   vi. Safe and predictable data manipulation with ACID properties, transaction execution, industry strength, high reliability, and data integrity.
   vii. Supports full replication, backup, recovery, clustering, performance tuning and load balancing.
   viii. Database Development tools should address the ad-hoc reporting methods and must have easy query building capabilities.
   ix. Provide database administration tool for database tuning, backup and recovery

3.4.5   Business Application Software: The system shall support the back-office business operations of the Authority. The specific business functions to be supported are but not limited to Human resources, Finance and accounting, procurement, administration, payroll, and document management services.

3.4.6   Electronic Document and Records Management System:

3.4.6.1 The supplier is required to supply and install an electronic documents and records management system (EDRMS) that is compatible with their proposed solution or OEM recommended.

3.4.6.2 All the ERP and other Authority system modules will tie into a central file management system that will convert all related electronic

documents into common formats and store them centrally, so that they can be accessed by multiple modules and other applications.

3.4.6.3. Should comply to Public Archives, Records and Documentation Act, 2019, Public Procurement and Asset Disposal Act, 2015, various open standards such as Web Distributed Authoring and versioning (WebDAV), Content Management Interoperability Standard (CMIS), Open Document Management API (ODMA), Business Process Modeling Notations (BPMN), Business Process Execution Language (BPEL), Workflow Management Coalition (WFMC).

3.4.6.4 Should be able to store, retrieve and view files in their native format without a need to have the applications that generated the file present.

3.4.6.5 Should be incorporated as seamlessly as possible into the ERP and other Authority system infrastructure.

3.4.6.6 Should be built on a robust, scalable architecture supporting such requirements as, Multiple, large shared record and document repositories across multiple platforms. All components of the solution must be equally scalable and robust.

3.4.6.7 Shall support separate Document/Image server for better management of documents and store only metadata information in database.

3.4.6.8 Shall support Bulk Import of image and electronic documents.

3.4.6.9 Upload system must have the ability to auto index documents at both folder and subfolder levels.

3.4.6.10   EDRMS should integrate well with the provided workflow or have its own workflow

3.5   Consumables

3.5.1   Printer Ink / Toner – Printer Type 1:

3.6   Other Non-IT Goods

3.6.1   Workstation Desks: Not Applicable

3.6.2   Photocopiers: Not Applicable

3.6.3   Specialized Mechanical Systems – Datacenter *Not Applicable*

E. TESTING AND QUALITY ASSURANCE REQUIREMENTS

4.1   Inspections

4.1.1   Factory Inspections: *Not Applicable*

4.1.2   Inspections following delivery: *[if any, specify: **the items, criteria, and methods to be employed by the Purchaser, or its agent, upon delivery and unpacking of the Information Technologies and other Goods to the Site(s).]***

4.2   Pre-commissioning Tests

4.2.0   In addition to the Supplier's standard check-out and set-up tests, the Supplier (with the assistance of the Purchaser) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the Purchaser will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).

Tests to be conducted include: input test (user interface capture required data in the required format), controls (necessary controls and are in place), workflow (the process flow as per the business process maps is automated), output (necessary reports are available, accurate and in the correct format).

4.2.1   Unit Testing*:* The Supplier will carry out unit testing on site to make sure each component and module of the system functions as designed. The supplier shall establish a Test Tracker that identifies all items to be tested along with a process for coordination and management of unit testing between the supplier team and NCA's project team. Unit testing shall occur during the first pass setup, configuration, and data migration. Unit testing shall also occur for any new functionality implemented or any existing functionality that is re-implemented. Initial unit testing shall be completed by the consultant to validate the operation of the system or system component. The consultant shall then transition items to NCA's project team. NCA's project team will then complete the necessary unit testing on the system, system components and modules, new functions, or functionality that is re-implemented.

4.2.2   Integration Testing*:* After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.

4.2.3   Load Testing: Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration and load balancing.

4.2.4   Recovery Testing: One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.

4.2.5   Security Testing: It is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection attack, XSS attacks etc. This will be done by using threat detection and vulnerability scanner software. The test should confirm the implemented system security specifications.

4.2.6   End-to-End System Testing: After the final upgrade iteration for mock go live, the supplier shall do end-to-end system testing that will include regression and integration testing of the system to make sure that configured system, interfaces, customizations and reports are all working consistent with NCA's production NAVISION 2018 system or as specified in the Solution Design Document or other Functional Specification documents.

4.3   Operational Acceptance Tests

4.3.0   Pursuant to GCC Clause 27 and related SCC clauses, the Purchaser (with the assistance of the Supplier) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.

4.3.1   General Requirements: Tests for operational acceptance will cover the following area;

   a.   Architecture;
   b.   System Security & Audit Trail;
   c.   Business Continuity;
   d.   Data export and import;
   e.   Network protocol and system access;
   f.   Workflow Management;
   g.   System integration;
   h.   Enterprise Performance; and
   i.   Business Process Management.

4.3.2   Usability Testing: The client will test the navigation between interfaces, user-friendliness and interfaces of each workflow. Against this, if deficiencies are identified the interface maybe redesigned during this testing phase based on feedback from the Client.

4.3.3   Functional Testing: A complete end to end functional testing cycle will be performed. During the functional test, actual processes, and all key services provided by system will be tested against the business requirement, (end to end) to see if the system meets the requirements as described in the bid document and generate reports properly.

4.3.4   Accepting Testing: An end to end functional and quality of service (including security, performance and robustness) will be completed by the Client for any component of the system sign- off.

4.3.5   The operational acceptance will be done per module and functionality and the test certificate issued per module. The tests will focus on controls (necessary controls and are in place), workflow (the process flow as per the business process maps is automated), output (necessary reports are available, accurate and in the correct format).

F. SERVICE SPECIFICATIONS – RECURRENT COST ITEMS

5.1   Warranty Defect Repair

5.1.1   The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).

5.1.1.1 Warranty Defect Repair Service: 2-year, 24/7 problem-resolution on-call service

5.2   Technical Support

5.2.1   The Supplier MUST provide the following services under the Contract or, as appropriate under separate contracts (as specified in the bidding documents).

5.2.1.1 User support / hot line: 2-year, 24/7 problem-resolution on-call service

5.2.1.2 Technical Assistance: 2-year, 24/7 problem-resolution on-call service. Onsite support will be required where necessary.

5.2.1.3 Post-Warranty Maintenance Services: Not applicable

5.3   Requirements of the Supplier's Technical Team

5.3.1   The Supplier MUST provide a technical team to cover the Purchaser's anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the Information System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Supplier's technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

5.3.1.0 Financial Expert: Must possess a bachelor's degree in Commerce, Business or related field; a Certified Professional Accountant (CPA-

K); experience in implementing at least three (3) ERP Systems; and post qualification experience above 5 years.

5.3.1.1 <u>Supply Chain Expert</u>: Must possess a Bachelor's degree in Supply Chain, Commerce, Business or related field; a Certified Professional in Supply Chain; Experience in implementing at least three (3) ERP Systems; and Post qualification experience above 5 years.

5.3.1.2 <u>Human resource & Administration Expert</u>:   Must possess a Bachelor's degree in Human Resources, Business Administration, or related field; must be a certified member of an HR Body in Kenya; Experience in implementing at least three (3) ERP Systems; and Post qualification experience above 5 years.

5.3.1.3 Database <u>Expert</u>: Must possess BSc degree in computer science/IT or relevant field; Certification in Database Management Systems (MSSQL); have experience of at least 5 years in system development/ or in relevant field; and experience in implementing at least three (3) ERP Systems.

5.3.1.4 System<u> Analyst</u>: Must have at least 5 years of experience in Business analysis; experience of having undertaken five (3) ICT projects as a business analyst in the last 5 years; a degree in IT and/or business-related fields; must have working knowledge of using Business analysis tools; and professional Certification in Business Analysis or related fields.

5.3.1.5 Programming <u>Expert</u>: Must have a Bachelor's degree in Computer Science, Computer/Software Engineering or related field; have at least 5 years' experience in programming; systems design development, implementation and integration to third party systems, must have certification in the proposed ERP solution; and experience in implementing at least three (3) ERP Systems

5.3.1.6 <u>System Security Expert</u>: Must have at least 5 years of experience in implementation of system security; a minimum of 3 projects undertaken in the last 5 years; a Bachelor's Degree in IT or related (Information System, Computer Science, Computer Engineering, Software Engineering e.tc); and professional Certification in system security e.g., CISM, CISSP, etc.

5.3.1.7 <u>System Administrator:</u> At least 8 years of experience in System Administration; a minimum of 3 projects undertaken in the last 5 years; a Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc); and professional Certification in system security e.g. MCSA, Linux system Administrator, MCSE etc.

5.3.1.8 <u>System Integrator:</u> Must have at least 8 years of experience in integration, test and delivery of Enterprise Systems; a minimum of 3 projects undertaken in the last 5 years; a Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc); professional Certifications in system integration (e.g Control System Integrators Association

(CSIA), Certified System Integrator Professional C-SIP, Certified Systems Integrator (CSI), etc).

5.3.1.9 <u>Solution Architect Engineer</u>: Must have at least 8 years of experience in software architecture, Business analysis IT architecture; a minimum of 3 projects undertaken in the last 5 years; a Bachelor's Degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering e.tc); and professional Certifications in system architecture design

5.3.1.10 <u>Training and documentation Specialist:</u> Must possess a degree in education, communication, sociology or any related social science qualification; 5 years of experience in content development, capacity building and program management; and have undertaken 3 projects in system documentation and curriculum development.

Implementation Schedule

Table of Contents: Implementation Schedule

A.   IMPLEMENTATION SCHEDULE TABLE

System, Subsystem, or lot number: LOT I: Supply, Installation, Testing and Commissioning of an Electronic Document Management System (EDMS)

Line-Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan		Head Quarters				
	Project Initiation Document (PID)/Inception Report (Project implementation plan, Risk register and risk management plan)		Head Quarters			W2	No
	Detailed System Requirement Specification		Head Quarters			W6	No
	System Design Document (SDD); which will include submission of a prototype, System Test Plans and Integration Framework		Head Quarters			W8	No
1	Electrotonic Document Management System - System development, customization, configuration and Developer testing		Head Quarters			W16	No
	Systems integration, documentation and testing		Head Quarters			W24	No
	Quality Assurance and System Testing - Acceptance Certificate		Head Quarters			W28	No

Line-Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
	Data migration and Testing - Report					W32	No
	Go – Live					W36	Yes
2.0	Training		Head Quarters				
2.1	Certified Professional Technical Training of 10 ICT		Head Quarters			W24	Yes
2.2	User Training to 300 NCA staff		Head Quarters			W32	Yes
3.0	Operational Acceptance of the System as an integrated whole		Head Quarters			W36	Yes
4.0	Recurrent Cost Items		Head Quarters				
4.1	Annual Support Services		Head Quarters				
4.2	Annual software assurance		Head Quarters				

Note: Refer to 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.

System, Subsystem, or lot number: Lot II: Upgrade and Enhancement of The Enterprise Resource Planning (ERP) System

Line-Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan						
0.1	Project Initiation Document (PID)/Inception Report (Project implementation plan, Risk register and risk management plan)		Head Quarters			W2	
0.2	Detailed System Requirement Specification		Head Quarters			W4	
0.3	System Design Document (SDD); which will include submission of a prototype, System Test Plans andIntegration Framework		Head Quarters			W8	
1	Project Implementation		Head Quarters				
1.1	Setup of Environments • Development • Production (primary site and secondary site) • Staging and Training • Quality Assurance/Testing		Head Quarters			W10	
1.2	System development, customization, configuration and Developer testing - Release		Head Quarters			W24	Yes
1.3	Systems integration - Release		Head Quarters			W28	
1.4	System documentation		Head Quarters			W32	
1.5	Delivery of training materials and Training		Head Quarters			W34	

Line-Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
1.6	Quality Assurance and System Testing - Acceptance Certificate		Head Quarters			W36	
1.7	Data migration and Testing - Report		Head Quarters			W40	Yes
1.8	Go – Live		Head Quarters			W42	Yes
2.0	Knowledge and Skills Transfer		Head Quarters			W44	
2.1	Certified Professional Technical Training of ICT officers at Microsoft Certification Center.		Head Quarters			W48	
2.2	User Training to All NCA staff		Head Quarters			W48	
3.0	Operational Acceptance of the System as an integrated whole		Head Quarters			W52	Yes
4.0	Recurrent Cost Items		Head Quarters				
4.1	Annual Support Services		Head Quarters			W64	
4.2	Annual software assurance		Head Quarters			W64	

Note: Refer to the System Inventory Table(s) below 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.

B. 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 National Construction Authority KCB Towers 9th Floor	Nairobi	Kenya Road Upperhill	

C.   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	New year							
2								
3	Good Friday							
4	Easter Monday							
5	Labour day							
6	Madaraka day							
7								
8								
9								
10	Utamanduni day, Mashujaa day							
11								
12	Jamhuri Day, Christmas Day, Boxing Day							

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 Purchaser should modify these tables, as required, to suit the particulars of the System (and Subsystems) 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 items and the second for Recurrent Cost Items needed (if any). The second version of the table permits the Purchaser to obtain price information about items that are needed during the Warranty Period.

Table of Contents: System Inventory Tables

SYSTEM INVENTORY TABLE (SUPPLY AND INSTALLATION COST ITEMS) *[INSERT: IDENTIFYING NUMBER]*

System, Subsystem, or lot number: LOT I: Supply, Installation, Testing and Commissioning of an Electronic Document Management System (EDMS)

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Electrotonic Document Management System		- -	- -
1.1	Electronic Document Management System			1
1.2	EDMS Concurrent Perpetual Licenses			30
2.	Training			
2.1	Certified Professional Technical Training of ICT staff			10
2.2	User Training to NCA staff			100

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

System, Subsystem, or lot number: Lot II: Upgrade and Enhancement of The Enterprise Resource Planning (ERP) System

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Enterprise Resource Planning System			
1.1	Core Modules Development, Code Conversion and Migration			10
1.2	Data Conversion and Migration - Extract, Transform, and Load (ETL)			40 TB
1.3	Business Central Perpetual Licenses			100
1.4	Power BI Premium			30
2.	Training			
2.1	Certified Professional Technical Training of ICT officers at Microsoft Certification Center.			10
2.2	Training of Trainers for all business units' staff			60
2.3	User Training			400

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

SYSTEM INVENTORY TABLE (RECURRENT COST ITEMS) [*INSERT: IDENTIFYING NUMBER]* –

System, Subsystem, or lot number: LOT I: Supply, Installation, Testing and Commissioning of an Electronic Document Management System (EDMS)

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
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 in the 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 in the Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		80 days	40 days	20 days
3.2	Sr. Programmer		20 days	40 days	60 days
3.3	Sr. Network Specialist,		- -	20 days	20 days
	…				

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

System, Subsystem, or lot number: Lot II: Upgrade and Enhancement of The Enterprise Resource Planning (ERP) System

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
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 in the 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 in the Supply and Install Price
3.	Technical Services				
3.1	Sr. Systems Analyst		80 days	40 days	20 days
3.2	Sr. Programmer		20 days	40 days	60 days
3.3	Sr. Network Specialist,			20 days	20 days
	…				

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

Background and Informational Materials

Table of Contents: Background and Informational Materials

Background and Informational Materials

A. BACKGROUND

0.1 The Purchaser

0.1.1 National Construction Authority (NCA) is a state corporation under the Ministry of Lands, Public Works, Housing and Urban Development established by the National Construction Authority Act of 2011 with the core mandate to oversee the construction industry and coordinate its development.

0.1.2 The system will enhance the automation the back-office operations of the Authority for improved service delivery. The main stakeholders in the system implementation process are

   i. **Staff** – The system enhances the operational efficiency of the current systems. The staff will need to be reskilled and trained on the use of the system for optimum utilization.

   ii. **Suppliers** – The suppliers will be required to register with the Authority under the e-procurement portal to enable them do business with the Authority.

0.2 The Purchaser's Business Objectives for the Information System

0.2.1 To upgrade and implement a licensed modern Enterprise Resource Planning System and a database management system that will address the automation of the entire organization. It is envisaged that the ERP will be available to internal users at Headquarters, users at the Regional Offices around the country.

0.2.2 Enhance the ability to support management decision-making based upon access to accurate and timely financial and operational information and reports from the ERP system and database system business intelligence reports.

0.2.3 Improve efficiency and minimize costs by providing flexible, integrated systems that eliminate the need for redundant data entry for effective operational Control.

0.2.4 Facilitate corporate communication and sharing of information electronically throughout the Authority to improve all aspects of customer service delivery.

0.2.5 Integrate with existing systems such as Banks, and other organization systems

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

    0.3.1 Constitution of Kenya 2010

    0.3.2 The Public Procurement and Asset Disposal Act (No. 33 of 2015)

0.3.3 The Public Procurement and Asset Disposal Regulations, 2020

0.3.4 Public Finance Management Act 2012

0.3.5 Public Finance Management Regulations (the National and County Governments) 2015

0.3.6 Data Protection Act, 2019 – Other international standards on data protection

0.3.7 Kenya Information and Communications Act 1998 (rev 2012)

0.3.8 Computer Misuse and Cyber Act of 2018

0.3.9 The National Information, Communication and Technology (ICT)

Policy Guidelines of 202

0.3.10 National ICT standards 2016 (rev 2020)

0.3.11 ISO 27000 standards.

0.3.12 Public Service Commission Act

0.4 Existing Information Systems / Information Technologies Relevant to the Information System

0.4.1 Current ERP System - The Authority currently runs on Microsoft Dynamics NAVISION 2018 with the following modules: Finance Management, Fixed Asset Management, Procurement, Human Resource Management that included Payroll, Leave, Performance Appraisal, Training Needs Assessment and Reporting and Administration. Each module has a set of workflows that allows user's documents processing and approval on the system. The NAVISION 2018 implementation has a number of customizations which have been implemented, these customizations will need to be migrated.

0.4.2 Online Project Registration System (OPRS) – This system facilitates the registration of projects, quality assurance and site inspections. The system is interfaced with other government agencies for ease of collaboration during quality assurance and site inspections. The system will be integrated with the ERP for purpose of construction levy collection for projects above Kenya shillings five million and other fees and levies as they may be applicable.

0.4.3 Regulatory Construction Information System (RCIS) – The RCIS is a core business system for the Authority. The system is utilized for registration of contractors both local and foreign; renewal of the annual practice licenses by the contractors; downgrade and/or upgrade of contractors for their respective categories. The system will be integrated with the ERP for collection of fees from the contractors during applications, registration, renewal and upgrade and/or downgrade.

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

0.5.1   The Authority does not have any training facilities.

0.6   Site Drawings and Site Survey Information Relevant to the Information System

0.6.1   Not applicable

LOT I: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)

1. ELECTONIC DOCUMENT MANAGEMENT SYSTEM

REQUIRED	PRIORITY	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
1. The system should be available in LAN & web based and should have the ability to support all web browsers	Mandatory		
2. The system should utilize a relational database management system			
3. The system must seamlessly integrate with the Authority's core business systems and shall support interface with other open-standard systems	Mandatory		
4. Have separate user management independent of Active directory	Mandatory		
5. Support perpetual licensing model	Mandatory		
6. System should be modular	Mandatory		
7. The system should support multiple platforms. Reference sites should be available in multiple platforms	Mandatory		
8. The system should have high scalability	Mandatory		
9. The system should support multiple databases	Mandatory		
10. To digitize the Authority's legacy records in high priority order and make them available for immediate reference. Approximately 50,000 files with an average of 20 documents.	Mandatory		
11. The Authority has a mix of single- and double-sided paper documents that are mainly A2, A3, A4 and below	Mandatory		
12. To index all digitized records to allow for quick, easy and timely access to and retrieval of records and information as they may be required	Mandatory		
13. To provide an automated environment for the capture of electronic records and images quickly and effectively for enduring retention	Mandatory		
14. The System 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 standalone objects	Mandatory		

or as a related data object			
15. The system should have the ability to sort documents/records based on parameters such as departments/organizational grouping/functional units etc.	Mandatory		
16. The system should be able to handle thousands of images. Specify at least three reference sites with at least 2 million images in the system	Mandatory		
17. The system should be able to manage, loan out and keep track of physical files including media type, record format, and physical location	Mandatory		
Architecture Considerations			
18. The system should adopt a browser-based approach so that the solution has the ability to be portable to other platforms.	Mandatory		
19. The system should support a multi-tier architecture with each tier fully independent			
20. The system should have the ability to integrate with Microsoft Active Directory (for authentication) and Microsoft exchange e-mail system	Mandatory		
21. The system should support a separate document server for better management of records	Mandatory		
22. The system should provide a flexible API for system integration and application development	Mandatory		
23. The system should provide a modeler facility to customize the document management interface to meet specific functional requirements	Mandatory		
24. The system shall support distributed document repositories for document upload and access at local level, which can be replicated with central repository at scheduled intervals	Mandatory		
25. The system should support unlimited storage capacity by automatic /manual creation of volume disks of predefined sizes and disk labeling.	Mandatory		
Records Creation/Capture in Context			
26. The system must ensure that electronic records are captured and stored along with associated metadata, regardless of format or technical characteristics	Mandatory		
27. The system must ensure that each electronic record and record aggregation is uniquely identifiable and store this identification as metadata with the record	Mandatory		
28. The system should allow users to capture and store electronic records in their native formats	Mandatory		
29. The system should not limit the number of records that can be captured and	Mandatory		

retained by the system			
30. The system must support the range of metadata elements detailed in relevant metadata standards required to support the Authority's business	Mandatory		
31. The system must be able to automatically capture metadata acquired directly from an authoring application, Operating System, etc	Mandatory		
32. The system must capture metadata specified during system configuration and link it to the electronic record at all times	Mandatory		
33. The system must restrict the ability to amend record metadata	Mandatory		
34. The system must allow the manual or automatic updating of all metadata attributes that are determined by classification, following reclassification of a record or, where applicable an aggregation of records	Mandatory		
35. The system must be able to store selected metadata overtime, regardless of whether the related record has been archived, deleted or destroyed	Mandatory		
36. The system should be able to capture metadata manually by a user	Mandatory		
37. The system should allow for the definition of customized and user defined metadata fields	Mandatory		
38. The system should provide facilities to set some metadata fields as mandatory or unique	Mandatory		
39. The system should retain a history in the metadata profile for a record	Mandatory		
40. The system should support the creation and/or receipt of aggregations of electronic records, whereby associated electronic records may be linked together through record metadata so that records management processes may be applied to all records within the Authority	Mandatory		
41. The system should allow records, and where applicable aggregations of records, to be classified in accordance with the Authority's file plan	Mandatory		
42. The system should restrict only to authorized individuals the ability to create, edit, and delete file plan components and their identifiers	Mandatory		
43. The system should support a hierarchical file plan using folders and subfolders. Any limit on the number of folders/subfolders should be specified.	Mandatory		
44. The system should provide facilities for linking/cross referencing of related records	Mandatory		
45. The system should provide a facility to add new documents to the file by calling a native application from the same interface.	Mandatory		

46. The system should support quick scanning and indexing of bulk documents. Indexing and quality checks and verification should be mapped as stages in the scanning solution	Mandatory		
47. The system should support a client-server architecture to facilitate temporary storing of scanned images locally before uploading to the central server	Mandatory		
48. The system should support automatic categorization of scanned images as different documents like application form, supporting documents, field reports etc	Mandatory		
49. The system should provide for features that can support automatic indexing from specialized zones like the OCR functionality	Mandatory		
50. The system should provide a user-friendly GUI for setting the scanning properties	Mandatory		
51. The system should provide for compression of scanned image files in TIFF	Mandatory		
52. The system should have the ability to support TWAIN & ISIS driver compatible scanners	Mandatory		
53. The system should support all the special image enhancement functionality offered by the scanner through the driver interface	Mandatory		
54. The system should support bulk import of images and electronic documents and automatic indexing of documents based on offline data	Mandatory		
55. The system should support scanning of multiple pages into batches for auto/manual processing	Mandatory		
56. The system shall provide a facility for uploading scanned batches into the system with auto folder/subfolder creation document filing and indexing on user defined fields	Mandatory		
57. The system should support a batch system which displays the status of each batch i.e level of batch e.g., scanning, QC, Index, etc	Mandatory		
58. The system should have the ability to generate extensive reports and audit trail like report on total records and/or batches scanned along with associated indexes, records exported or not exported to the system.	Mandatory		
59. The system should have the capability of image assisted data entry with zooming and zoning facility	Mandatory		
60. The system should display each image for editing one after the other. The user should have the capability to index the values in the respective index field by looking at the image	Mandatory		
61. The system should have the ability to support auto indexing using CSV import from other applications	Mandatory		

62. The system should support image editing operations such as page insertions, delete, merging and splitting	Mandatory		
63. The system should support the assignment of versions to documents with a facility for making version comments	Mandatory		
64. The system should support all commonly used file formats like Office, PDF, TIFF, JPEG, GIF, BMP, etc	Mandatory		
65. The system must support integration with the mail server for direct uploading of e-mails and their attachments for corresponding users and indexing based on 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	Mandatory		
Managing and Maintaining Records			
66. The system must prevent the destruction or deletion of electronic records and associated metadata at all times except as provided by the Authority's retention and disposal schedule	Mandatory		
67. The system must draw together all elements of metadata to create a metadata profile for an electronic record or aggregation of electronic records	Mandatory		
68. The system must support mechanisms for validating the contents of the metadata elements	Mandatory		
69. The system must be able to manage a metadata profile over time- maintaining links to the record and adding process metadata about records management activities	Mandatory		
70. The system should support several formats or combination of formats for metadata elements, including; alphanumeric, alphabetic, numeric, date/time, and logical	Mandatory		
71. The system should allow metadata values to be obtained from look-up tables, calls to operating system, application platform, or other software applications as required	Mandatory		
72. The system should support the movement of electronic records by providing mechanism for the reassignment or reclassification of records within the system	Mandatory		
73. The system should support mechanisms to enable the duplication of electronic	Mandatory		

records			
74. The system should allow the reduction/creation of an extract from an electronic record, whereby sensitive information is removed or hidden from view in the extract, while the originating record remains intact	Mandatory		
75. The system should provide solutions for expunging sensitive information by providing redacted copies of records in all formats supported by the system	Mandatory		
76. The system must be able to report the actions carried out on electronic records or aggregations of electronic records during a specified period of time	Mandatory		
77. The system should be able to produce a report listing the details and outcome of any migration process to ensure the integrity of the records	Mandatory		
78. The system should provide flexible and extensive facilities for searching electronic records and aggregations of electronic records and rendering of search results in a variety of formats e.g. display, print etc	Mandatory		
79. The system should support saving of search queries and results	Mandatory		
80. The system should support advanced search using Boolean and logical operators	Mandatory		
81. The system should support full text search on image and electronic records	Mandatory		
82. The system should support a facility to export search results to other applications e.g. Excel	Mandatory		
83. The system should support combined search on profile, indexed and full text search	Mandatory		
84. The system should support applet viewing of image documents and the viewing of documents in their native applications	Mandatory		
85. The system should provide a facility for putting text, graphic and image annotations on document pages	Mandatory		
86. The image applet should support comprehensive annotation features like highlighting, marking text, underlining, putting sticky notes on documents, and support for text and image stamps.	Mandatory		
87. The system should support automatic stamping of annotations with user ID, date and time	Mandatory		
88. The system should provide a facility to secure annotations for selective users	Mandatory		
89. The system should provide facilities for users to enter remarks/comments and secure notes on the documents while stamping their user ID, date and time. The secured notes shall only be visible to authorized users.	Mandatory		

90. The system should store the image annotations as a separate file and the original should remain unaltered. The system should provide for making printouts with or without the annotations.	Mandatory		
91. The system should provide zoom in/out including zoom percentage, zoom lens and other image operation facilities	Mandatory		
92. The system should support for thumbnail on image documents	Mandatory		
93. The system should ensure that electronic files have the same feel and look as the physical file.	Mandatory		
94. The system should provide facilities for locking documents/records for editing	Mandatory		
Supporting Import Export interoperability			
95. The system should be able to undertake a bulk import of electronic records from other systems together with any audit trail information	Mandatory		
96. The system must be able to export electronic records and associated metadata and audit trail data to another system	Mandatory		
97. The system must be able to export electronic records in one sequence such that the content and structure is not degraded, associations are retained between records and metadata, and relationships are maintained and structural links can be built in the receiving system	Mandatory		
98. The system should ensure that the export action is documented in metadata associated with the record	Mandatory		
Retaining and disposing of records as required			
99. The system must support the controlled disposition of records legally authorized for disposition	Mandatory		
100. The system must allow for the definition of disposition classes for records and associated metadata such that each class consists of • a disposition trigger to initiate the retention period • a retention period • a disposition action	Mandatory		
101. The system must support the definition and application of the following disposition actions: review; export; transfer; and destruction	Mandatory		
102. The system must enable flexibility in the definition of disposition classes to allow the assignment of non- standard retention periods and disposition actions	Mandatory		

103. The system must allow retention periods to be assigned from one day to an indefinite length of time	Mandatory		
104. The system must restrict the ability to create, edit, and delete disposition classes and authorities to an authorized user	Mandatory		
105. The system must be capable of associating a retention schedule to any document, file or class of the file plan	Mandatory		
106. Every document in a file or class must, by default, be governed by the retention schedule(s) associated with that file or class	Mandatory		
107. The system must maintain a history of all changes to disposition classes and authorities, including date of change and reason for change	Mandatory		
108. The system must ensure that amendments to a disposition class take immediate effect on all records and associated metadata and aggregation of electronic records to which the class has been applied	Mandatory		
109. The system should be able to import and export a set of disposition classes	Mandatory		
110. The system must allow disposition classes to be applied to all records and associated metadata captured by the system	Mandatory		
111. The system must automatically track the initiation and progress of retention periods, in order to determine disposition dates for electronic records and associated metadata	Mandatory		
112. The system must support a disposition process that includes: identification of electronic records and associated metadata; notification of authorized user; reapplication of a disposition class where necessary; execution of relevant disposition action after confirmation by authorized user	Mandatory		
113. The system must support a range of disposition triggers based on active metadata e.g. date of record creation; last date of record retrieval; opening and closing date of an aggregation; and date of last review.	Mandatory		
114. The system must support external disposition triggers based on notification of a defined event	Mandatory		
115. The system must ensure that a retention period is calculated in real time and cannot be artificially advanced	Mandatory		
116. The system must allow for disposition holds to be placed on electronic records and associated metadata and prevent any disposition action for the duration of the hold	Mandatory		
117. The system must provide means by which the content of an electronic record identified for disposition can be reviewed prior to the application of a disposition	Mandatory		

action			
118. The system must make the entire contents of an electronic record available to the reviewer subject to applicable access restrictions	Mandatory		
119. Subject to review, the system must allow the authorized user to mark records for: further retention and later review; export, transfer & preservation treatment or destruction;	Mandatory		
120. The system should make the disposition class details applicable to the electronic record being reviewed available to the reviewer either by searching or navigation	Mandatory		
121. The system must ensure that the destruction results in the complete obliteration of all electronic records as authorized, and that they cannot be restored by any technical means including specialist data recovery techniques.	Mandatory		
122. The system must ensure that destruction confirmation/authorization is sought from an authorized user as part of the disposition process without which the process shall be cancelled	Mandatory		
123. The system must distinguish between an ad hoc delete function and the destruction function within the disposition process, so that each can be allocated individually to authorized users	Mandatory		
124. The system must prevent the delete function from being used within the disposition process so that the destruction of identified records can only be achieved through the allocation of a disposition class	Mandatory		
125. The system must be able to detect any metadata changes that affect the retention of an electronic record, and calculate a new disposition date according to the disposition class	Mandatory		
126. The system must be able to retain metadata for electronic records that have been transferred or destroyed	Mandatory		
127. The system must be able to record the date and details of all disposition actions within the metadata profile of the electronic record	Mandatory		
128. The system must be able to produce reports on all disposition activity undertaken by the system	Mandatory		
129. The system must be able to produce reports listing all • disposition classes currently defined in the system • electronic records and associated metadata to which a particular disposition is currently applied	Mandatory		

• electronic records for which a particular disposition action will occur over a given period of time • electronic records due for disposition within a given period of time • electronic records that are overdue for disposition at a given point in time			
130. The system must be able to produce a report detailing any export failure from the system identifying those electronic records which have generated processing errors or were not successfully exported	Mandatory		
131. The system must be able to produce a report detailing the outcome of a destruction process including records successfully destroyed and those which were not successfully destroyed	Mandatory		
132. The System shall have an archive function that Zips information in the database and converts to an XML Format for easy portability. This is zipped file should be moved from the database and stored in a magnetic storage	Mandatory		
133. The System should have a facility to create Archive templates for documents due for retention.	Mandatory		
134. The System 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.	Mandatory		
135. The system shall allow users with rights to restore files from the archive and edit, view and escalate and return the document as a new version.	Mandatory		
Work flow solution			
136. The system should support authorized users to forward records/documents for approval in a predefined and flexible route. Users in the workflow should be able to access the work items in their inbox and process them accordingly. 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	Mandatory		
137. The system should support collaborative working on documents in a secure environment	Mandatory		
138. The system should provide a facility to view the complete track sheet and note sheet	Mandatory		
139. The system should provide a facility to divert work items to other users for purposes of delegation/substituting and to set vacation rules	Mandatory		
140. The Workflow solution should give an option to Refer Work items to other users for reference even if that user is not the part of the workflow route	Mandatory		

141. 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	Mandatory		
142. The system should support time and event-based reminders and automatic escalations to relevant user after specified time intervals	Mandatory		
143. The system should support strong searching, reporting and monitoring of work process and status to help in improving efficiency like search on pending work items, completed items, items pending with specific users e.t.c	Mandatory		
144. The system should provide a facility for assigning tasks and deadlines for users in a work flow	Mandatory		
145. The system should provide for the change of deadlines based on user requirements	Mandatory		
Security			
146. The system should support definition of users, groups, and roles	Mandatory		
147. The system should support access restrictions from folders/aggregation of electronic records to the lowest object level	Mandatory		
148. The system should support multiple levels of access rights (View/Edit/Print/Copy/Download/Delete/etc	Mandatory		
149. The system should support privileges like create/modify/delete users, define indexes/metadata schema	Mandatory		
150. The system should support a secure login ID for each user and store passwords in encrypted format in a database.	Mandatory		
151. The system should provide LDAP support for integrating with directory services and should support a single sign-on only	Mandatory		
152. The system must support integration with Active Directory for extensive password validations e.g., minimum characters in alphanumeric format, locking of user ID after three unsuccessful login attempts, password expiry, and password history to prevent repetition of passwords etc	Mandatory		
153. The system must provide facilities that support secure storage of data and disaster recovery	Mandatory		
154. The system 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 EDRMS repository.	Mandatory		
155. The system should have facilities to support secure transfer of data	Mandatory		

156. The system must support extensive audit trails at folder/ aggregation of records level to the lowest object level for each action done by a particular user by stamping the user ID, date and time	Mandatory		
157. The system should ensure that the audit trails remain unalterable	Mandatory		
General Reporting			
158. The system should provide flexible facilities for generating extensive reports and provide data points and a facility to design new reports	Mandatory		
159. The system should support reporting starting with the folder/aggregation of electronic records level to the lowest object level. Specify all inbuilt reports available and provide for how new custom reports are to be designed	Mandatory		
System Administration			
160. The system should support an administration module for the complete management of the system	Mandatory		
161. The administration module should support the definition of Users/Roles/Groups and the granting of access rights and setting password/resetting of passwords	Mandatory		
162. The administration module should provide a user-friendly interface for index/metadata definition that can be used by different users	Mandatory		
163. The administration module should provide a facility for complete and incremental backups and shall be able to integrate with third party backup solutions.	Mandatory		
164. Specify recommended backup and other disaster recovery procedures for the system	Mandatory		
165. The DMS must allow the Administrator to schedule backup routines by: • specifying the frequency of backup; • selecting files or documents to be backed up;	Mandatory		
166. The system must allow only the Administrator to restore from EDRDMS backups. Full integrity of the data must be maintained after the restore.	Mandatory		
167. The administration module should provide an interface to define work flows with sequential and flexible routes and options to set and modify an escalation mechanism	Mandatory		
Bureau Services			

168. The successful bidder should be able to digitize at least 1,000,000 documents using their own equipment and services for period not exceeding two months	Mandatory		
Technical Support			
169. User Support - The response time should be reasonably quick depending on the problem. Is there a user group by which different customers collaborate with each other to share expertise, training and provide input to product development.	Mandatory		
170. Include help desk support portal	Mandatory		
171. Include sample SLA	Mandatory		
172. Technical assistance Should be on-site and is required for complex occurrences e.g. Solutions inability to perform expected services like crashing.	Mandatory		
173. Warranty - The bidders must give assurance that the system components are covered and provided with warranty agreements. The warranty should cover correction of system processing defects attributable to the software/hardware configurations and network infrastructure (where applicable) for a period of 12 months after handover	Mandatory		
Training			
174. The bidder should be able to provide System Management Training and system operation training for end users.	Mandatory		

Lᴏᴛ II: UPGRADE AND ENHANCEMENT OF THE ENTREPRISE RESOURCE PLANNING (ERP) SYSTEM FOR THE NATIONAL CONSTRUCTION AUTHORITY.

1.0 TECHNICAL REQUIREMENTS

NUMBER AND TECHNICAL REQUIREMENT	Priority	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
1. The system should have been developed using modern programming languages and development tools that will make it easy to support and maintain.	Mandatory		
2. The system should provide report writing tools that make it easy to define new reports and customize existing reports.	Mandatory		
3. The system should be compatible with commercial off the shelf query and report writing tools such as Crystal reports or provide report writing tools.	Mandatory		
4. High degree of parameterization and scalability to allow easy customization of the system to meet NCA's current and future requirements	Mandatory		
5. Status of user activity in the system	Mandatory		
6. Business Intelligence with decision support	Mandatory		
7. Multi-level security authorizations	Mandatory		
8. Should have Secure and fine-grained Audit trails	Mandatory		
9. Work flow automation with notification capability	Mandatory		
10. Reporting capability for: user permissions and authorizations, Audit trails, status of approvals, system reliability (operational time versus downtime)	Mandatory		
11. Consistency in layout and design among modules and user interface	Mandatory		
12. Capture of data once, at the source, and distributed throughout the system	Mandatory		
13. Enterprise representation of entities, management hierarchies, departments and related security infrastructure	Mandatory		
14. Common approach to business process modelling and implementation across application modules (routing and approval processing, event notification, task assignments, document management, task scheduling).	Mandatory		
15. Seamless integration between all modules, system data structures and events that incorporate the reflection of these integration points.	Mandatory		

16. Integrated security administration reflective of enterprise and Authority hierarchies including the ability to identify individuals with multiple relationships within areas/departments of the Authority and reflect appropriate security variables for each relationship	Mandatory		
17. Integrated workflow management and inbox capabilities-users look in one location for work-in-progress and task assignments.	Mandatory		
18. Single security sign-on for access to all application modules.	Mandatory		
19. The bidder shall include in the proposal a section for the optimal hardware requirements to utilize the proposed software. This will consist of but not limited to the optimal number and type of servers and how they are distributed, desktop requirements, Storage solution, wide area network capabilities, Printers, magnetic readers and Scanners needed to run the proposed solution etc.	Mandatory		
ON PREMISE DOMAIN REQUIREMENTS			
1. Active Directory domain. Active Directory Domain Services (AD DS)	Mandatory		
2. The domain controller must be Microsoft Windows Server 2019 or later, and the domain functional level must be 2019 or more.	Mandatory		
3. VMs that run Finance and Operations (on-premises) components must have access to each other. This access is configured in AD DS.	Mandatory		
4. Virtual Hosting	Mandatory		

NUMBER AND TECHNICAL REQUIREMENT	Priority	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
OPERATIONAL REQUIREMENTS			
Architecture			
1. Support for a three-tier architecture – Client, Application Server/Web Server, Database Server.	Mandatory		
Server			
2. Ability to run on current versions of Windows server systems.	Mandatory		
3. Ability to run on entry level or mid-range servers from leading manufacturers	Mandatory		
Database			
4. Ability to support real-time database update of transactions	Mandatory		
5. Ability to support relational databases (RDBMS) MS SQL Server	Mandatory		
6. Ability to support database replication for disaster recovery purposes.	Mandatory		
7. Ability to support batch system in case of network failure of a remote location i.e. working offline and upload the data into the system once connectivityresumes	Mandatory		
8. Separate database from the application system	Mandatory		
Remote Access			
9. Allow remote access to system administrators for support purposes on LAN	Mandatory		
10. Ability to support access from various web browsers.	Mandatory		
11. Ability to support Wide Area Network for regional offices and allow secure remote working from anywhere	Mandatory		
12. Remote Desktop required for servicing operations on the virtual machines (VMs) that make up the server deployments.	Mandatory		
Network Protocol			
13. Ability to use dynamic addresses (DHCP) on client computers.			
14. Ability to provide a higher level of security and controls to remote/roamingusers.	Mandatory		
Network response time			

15. Latency: AOS to Database: <1ms on LAN. AOS & DBASE servers must be co-located	Mandatory		
16. Latency from a browser client to the data center that hosts Finance and Operations: 250-300ms			
17. Latency: Web Browser to AOS: <250 ms-300ms			
18. Bandwidth: AOS to Database: 100 MBps	Mandatory		
19. Bandwidth: Web Browser to AOS: 50 kbps per user			
20. Bandwidth of more than 50 KBps between the browser and the Finance and Operations server.			
SYSTEM ADMINISTRATION			
System Administration User Interface			
21. Ability to administer the application level, the database level, or other level	Mandatory		
22. Provide a user-friendly GUI based system administration module.	Mandatory		
System Change Management			
23. Provide controls to prevent system changes from being made directly in the production environment.	Mandatory		
24. Provide tools to log any changes to system configuration settings, installation of patches and changes to system files.	Mandatory		
Performance Monitoring			
25. Provide tools to monitor the system. For example, monitor system response time, system usage, reliability and availability.	Mandatory		
26. Provide tools for alerts due to serious violations of the systems access and controls and malfunctioning.	Mandatory		
27. Provide help system within it for users to be able to address simple issues within the system.	Mandatory		
28. Ability to provide a dashboard summarizing all the activities of the system with levels of attentions.	Mandatory		
ENTERPRISE WIDE			
Data Importing and Exporting			

29. Full integration of all sub-systems and modules required to support NCA's finance, HR, procurement, inventory, fleet, projects and administrationneeds.	Mandatory		
30. Ability to import and export data into and out common application packages e.g., MS Office suite packages and text files	Mandatory		
31. Ability to import account balances and master data from the existing HRMIS systems.	Mandatory		
32. Ability to automatically schedule data imports and exports to occur based on defined criteria such as time of the day and day of the week.	Optional		
Reporting			
33. Ability to generate ad-hoc reports online and to save them within the system for future use.	Mandatory		
34. Ability to schedule reports to run periodically at a predetermined time (for example at midnight on Sunday).	Optional		
35. Ability to combine multiple reports to be run as a batch	Optional		
36. Ability to support drill down capabilities to supporting detail in inquiry screens	Mandatory		
37. Ability to provide a dashboard summary reports for higher level officers	Mandatory		
38. Provide different views and levels of access for each user group	Mandatory		
WEB BASED ENTERPRISE PORTAL & ERP CLIENT			
39. Support, Web based, Client and Remote access facility	Mandatory		
40. Web enabled modules that clients can access within LAN and over the Internet via browsers	Mandatory		
41. Automatic Log-off for web-based functionalities	Mandatory		
GENERAL ADMINISTRATION			
42. ERP Integration to Document Management System.	Mandatory		
43. Document management.	Mandatory		
44. Work Activity Collaboration.	Mandatory		
45. Records management (File and archive management).	Mandatory		
46. Legal Case register.	Optional		
47. Workflow/business information processing and management	Mandatory		
48. Reports	Mandatory		

Reporting and Business Intelligence			
49. Custom Reports	Mandatory		
50. Database SQL Reporting Services enabled	Mandatory		
51. Development and Integration with other corporate Applications Support for Business Intelligence reporting of all modules data and ability to define adhoc views and reports	Mandatory		
52. Ability to support analysis of financial reports using graphs and charts	Mandatory		
53. Ability to define key performance indicators and monitor them through the reporting and analysis tool.	Mandatory		
54. Ability to support analysis of financial reports using graphs and charts	Mandatory		
55. Ability to perform 'what if' analysis based on data in the system	Mandatory		
56. Provide a user-friendly ad-hoc reporting and analysis tool to assist users in generating reports based on data in the system.	Mandatory		
57. Ability to define key performance indicators and monitor them through the reporting and analysis tool. Examples include performance on levy collection, actual expenditure vs. budget, ratio of recurrent to development expenditure, rate of cost reduction	Mandatory		
58. Ability to preview reports before printing	Mandatory		
59. Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report	Mandatory		
Audit Trails, Security and Controls			
60. Ability to maintain detailed and summary transaction history by account with audit trail	Mandatory		
61. Ability to secure data and reporting information to appropriate individuals associated with specific departments, roles or functions	Mandatory		
62. Ability to log reversals or corrections without allowing complete deletion	Mandatory		
63. Ability to query audit trails by transaction, by user, by account or GL code for both transactions and standing data	Mandatory		

64. Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles;
  - System Admin / Super User
  - Functional User
  - Technical User
	Mandatory		

- Standard Users			
65. Allow user access to be controlled at numerous levels e.g. menu level, screens level, transaction level and field level	Mandatory		
66. Should provide user Authorization matrix	Mandatory		
67. Exceptional reporting and audit trails	Mandatory		
Integration, Archiving and backups			
68. Data Archiving	Mandatory		
69. Ability to support Replication and automated scheduled backups	Mandatory		
70. Integration with Corporate Emails for workflow and ability to support other systems	Mandatory		
71. ERP Integration to EDMS and any other Authority's system	Mandatory		
72. Work Activity Collaboration	Mandatory		
73. Records management (File and archive management)	Mandatory		
74. Workflow/business information processing and management	Mandatory		
75. Integration to other Government reporting systems eg PSC, KRA etc.	Mandatory		
REPORTS			
76. All Users and login time	Mandatory		
77. Online Users	Mandatory		
78. User Role Matrix	Mandatory		
79. Audit trails reports for all transactions	Mandatory		
80. Security and controls report	Mandatory		

1.1 FINANCE AND ACCOUNTING

NUMBER AND TECHNICAL REQUIREMENT	PRIORITY	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
GENERAL FUNCTIONALITY			
1. Validation before updating data	Mandatory		
2. Approval of transactions before posting	Mandatory		
3. Provides unique transaction reference to trace source documents	Mandatory		
4. Workflow, Authorization and Reporting	Mandatory		
5. Multiple Companies (Branches / supporting Regions as Cost Centers)	Mandatory		
6. Data Drill Down, referencing and Pop-ups	Mandatory		
7. Integration with other Modules	Mandatory		
8. Adding, Editing, Deleting and archiving of records	Mandatory		
9. Aging Analysis	Mandatory		
10. Ability to show Flags and Alerts for operations like Prepayments, Overpayments, and journal reversals	Mandatory		
11. support a customizable home page (dashboard) with user defined for analysis/reports /menus optional	Mandatory		
12. Support import of Journals, Chart of Account, General Ledger, Sub- ledgers, Budget etc. from text files or Excel sheets. All imported datashould go through respective data validation.	Mandatory		
13. Flexible data export capability based on user-defined selection criteria should be available to support decision support modules and reportingneeds.	Mandatory		
14. Object linking-The package should enable linking of objects such as images, scanned images of documents, MS Word documents, MS Excel spreadsheets etc. to the screens and the reports. For example, a spreadsheet may be attached to a Journal Voucher to support how the values of the Journal Voucher were derived	Mandatory		

NUMBER AND TECHNICAL REQUIREMENT	PRIORITY	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
1. General Ledger and Chart of Accounts Setup	Mandatory		
2. Accounts Payables	Mandatory		
3. Accounts Receivables	Mandatory		
4. Financial Dimension with Multi-Dimensional hierarchy	Mandatory		
5. Multiple Companies (Branches / supporting Regions as Cost Centers)	Mandatory		
6. Intercompany functionality - Regions as Cost Centre functionality	Mandatory		
7. Bank Management and Setup	Mandatory		
8. Bank Reconciliation function (Manual and electronic)	Mandatory		
9. Vendor Check Runs and Electronic Payments	Mandatory		
10. Budgeting with Revisions and Approvals	Mandatory		
11. Budgeting module, Vote book management & Commitment Budgeting	Mandatory		
12. Dynamic financial Planning, budgeting and forecasting	Mandatory		
13. Allow for uploading of budget from Excel spread sheets	Mandatory		
14. Workflow and Embedded Document Management and Journal Approval	Mandatory		
15. Imprest and Petty Cash Management Modules with web-based access	Mandatory		
16. Finance / Expense Management	Mandatory		
17. Invoicing, Receipting and Petty Cash Management Modules	Mandatory		
18. Imprest Management with web application	Mandatory		
19. Invoicing, Receipting and payment Vouchers management	Mandatory		
20. Imprest Management Modules (Imprest Issuance and Surrender)	Mandatory		
21. Board expenditure modules	Mandatory		
22. Payroll module			
23. Petty Cash Management Modules (Petty Cash Issuance and Surrender)	Mandatory		
24. Expense Management, Business policies and Expense	Mandatory		

25. Workflow for multi-level expense approvals	Mandatory		
26. Employee web portal for expense entry, application and surrender	Mandatory		
27. Ability to attach and view expense receipts	Mandatory		
28. Integration with General Ledger and Accounts Payable	Mandatory		
29. Imprest Management with web application	Mandatory		
30. Business Policies and Expense rules	Mandatory		
31. Workflow for multi-level expense approvals	Mandatory		
32. Employee web portal for expense entry	Mandatory		
33. Ability to attach and view expense receipts	Mandatory		
34. Assign transactions entry numbers sequentially with posting time stamps	Mandatory		
35. Ability to close income statements	Mandatory		
36. Ability to restrict postings to closed periods	Mandatory		
37. Only allow postings of balance transactions (double entry rule) without exception	Mandatory		
38. Reports & Custom reporting e.g., Trial Balance, Income /Expenditure, Balance sheet, Custom monthly /quarterly reports, Cash Flow, Payments, Budget reports, statutory ledger reports, Customers, Vendors and, Region Expenditure and allocation report, Fund accountability report and others to be suggested in the course of implementation. Aging analysis reports, board expense reports, detailed trial balance (general ledgers) , accounts schedules i.e Statement of Financial Performance, Financial Position, Statement of changes in Net Assets, Notes etc)	Mandatory		

NUMBER AND TECHNICAL REQUIREMENT	PRIORITY	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
General Ledger			
1. Ability to support segmented accounts with user defined lengths at the time of installation	Mandatory		
2. Ability to tag accounts as active or inactive	Mandatory		
3. Ability to prevent posting to inactive accounts	Mandatory		
4. Ability to summarize detail accounting information into multiple summary levels as needed	Mandatory		
5. Ability to distinguish transactions per department and cost centre	Mandatory		
6. Ability to force balanced transactions (restrict transactions from updating accounts unless there is an offsetting entry)	Mandatory		
7. Provide for automatic journal entries numbering and support for capturing of supporting/external document numbers such as cheque reference numbers and Comments	Mandatory		
8. Ability to approve journal entries in the system	Mandatory		
9. Ability to import journal entries from excel spreadsheet			
10. Ability to support reallocation of e.g., reallocation of expenses across cost centers based on user defined criteria	Mandatory		
11. Display running total of transactions (debits and credits) as they are entered	Mandatory		
12. Ability to support automated recurring journal entries based on user- defined schedules	Mandatory		
13. In relation to recurring journals, the ability to:			
a) Set up fixed amount standing journals several periods in advance;	Mandatory		
b) Set up standing journals whereby the user is prompted to enter the appropriate amount each month	Mandatory		
14. Ability to drill-down from ledger balances into supporting modules for transaction details	Mandatory		

15. Ability to categorize expenditure descriptions and provide drop down selection per expenditure types	Mandatory		
16. Ability to query transaction history by account or any other relevant parameters - Month, Quarter, and Year End Closing	Mandatory		
17. Provide access to multiple years of history with a minimum of 7 years of history	Mandatory		
18. Ability to delete archived data from the system after a specific period (minimum seven years). This should require authorization	Mandatory		
19. Ability to automatically generate accrual transactions at the end of the accounting period for e.g., for open purchase orders	Mandatory		
Reports:			
20. Ability to provide transaction journals reports	Mandatory		
21. Cash Receipts Journal: Show all cash receipts by batch and by period	Mandatory		
22. Cash Disbursements Journal: Show all cash expenditures by batch and by period e.g., day	Mandatory		
23. Purchases Journal	Mandatory		
24. Ability to create custom reports at multiple levels (detail and summary).	Mandatory		
25. The system should have the capability to view general ledger accounts in a graphical format to compare	Mandatory		
Accounts Payables			
26. Ability of Vote booking of LSO/LPO/Works Certificates/Approved Memos & Other Expenditure.	Mandatory		
27. Ability for LSO/LPO/Contract approval	Mandatory		
28. Ability for LSO/LPO/Contract reversed in the Vote Book.	Mandatory		
29. Ability for Invoice recorded in the Vote Book.	Mandatory		
30. Ability to generate invoice numbers and credit notes automatically	Mandatory		
31. Ability for Purchase daybook updated.	Mandatory		
32. Ability to post purchase day book in the general ledger.	Mandatory		
33. Ability for Credit Ledger Updating.	Mandatory		
34. Ability to prepare Payment Voucher and forward for Cheque writing.	Mandatory		
35. Ability for Creditors Ledger updating.	Mandatory		
36. Ability to carry prepaid and accrued expenses into a new year	Mandatory		

37. Allow generation of a payment voucher entry	Mandatory		
38. Ability to assign payment voucher numbers automatically	Mandatory		
39. Ability to distribute expenses to multiple accounts per line item	Mandatory		
40. Ability to approve invoices on the system	Mandatory		
41. Ability to provide pending bills report without posting the transactions	Mandatory		
42. Ability to generate payment schedule	Mandatory		
43. Ability to provide vendor trial balance statements	Mandatory		
44. Ability to flag out supplier overpayments	Mandatory		
45. Ability to generate payment approval for Authorization	Mandatory		
46. Ability to retrieve invoice details and description at the point of settlement	Mandatory		
47. Ability to generate bank letters for RTGS payments	Mandatory		
48. Ability to approve payment vouchers on the system	Mandatory		
49. Ability to configure error and warning conditions during the posting validation process. E.g., ability to define that department and cost center must be indicated before posting to an expense account	Mandatory		
Payables Analysis			
50. Ability to age supplier balances	Mandatory		
51. Ability to generate comprehensive ledger reports, i.e date, payee, description, amounts etc	Mandatory		
52. Ability to report on days/months it took to settle supplier invoices	Mandatory		
53. Ability to mark an invoice/voucher as held with appropriate approval	Mandatory		
54. Ability to prevent duplicate invoice numbers per supplier	Mandatory		
55. Provide reviews/queries of open invoices: By supplier, invoice number, date and expense account	Mandatory		
56. Produce cash flow projections:	Mandatory		
57. Including only invoices released for payment or scheduled for payment	Mandatory		
58. Produce past due payables report	Mandatory		
59. Support partial payment of specified Invoices: · Ability to select specific invoices for payment	Mandatory		
60. Ability to select specific suppliers for payment	Mandatory		

61. Ability to pay a designated percentage of the total due	Mandatory		
62. Ability to place supplier on hold (for payment purposes) with appropriate approval	Mandatory		
63. Ability to capture invoice date as well as a receipt date	Mandatory		
64. Ability to specify person/department responsible for authorizing each voucher	Mandatory		
Cheque Writing			
65. Ability to support system printed cheques in accordance with duly approved vouchers.	Mandatory		
66. Ability to prevent duplicate cheque numbers for a payment account	Mandatory		
67. Ability of posting of cheques and direct debits in the payments cash book and general ledger.	Mandatory		
68. Ability to pay multiple invoices with one cheque	Mandatory		
69. Ability to a print remittance advice	Mandatory		
70. Ability to print digital signatures on checks	Mandatory		
71. Ability to specify thresholds/maximum amounts for which digital signatures are applicable	Mandatory		
72. Ability to support on-line check registers	Mandatory		
73. Ability to print check register before printing checks	Mandatory		
74. Ability to support on-line approvals for specific checks or check registers	Mandatory		
75. Ability to re-print checks. This should be restricted to specific personnel and an audit trail maintained of reprinted cheques	Mandatory		
76. Ability to void checks. This should be restricted to specific personnel and an audit trail maintained of reprinted cheques	Mandatory		
77. Ability to execute bulk payments (suppliers and staff)– the system to integrate bank details	Mandatory		
Tax Processing (Must be based on current TAX regime)			
78. Ability to account for, analyze and report on input and output VAT	Mandatory		
79. A VAT analysis report should be available over a user defined period	Mandatory		
80. NCA is a tax withholding agent and withholds VAT and tax on goods and services before submitting to KRA. The system should therefore have:	Mandatory		
81. Ability to compute withholding VAT and withholding tax and post them to relevant GL accounts	Mandatory		
82. Ability to classify customers/suppliers and services/products as VAT exempt or VAT chargeable.	Mandatory		

83. Ability to generate periodic report on withheld VAT showing details of tax withheld by supplier and invoice and total for the period	Mandatory		
84. Ability to generate periodic report on withheld tax showing details of tax withheld for each payment and total for the month.	Mandatory		
85. Ability to setup tax tables and update them when rates change at the financial administration level	Mandatory		
86. Ability to generate VAT csv, excel sheet and generate reports for the filed and not filled VAT	Mandatory		
87. Ability to generate withholding tax (VAT/WHIT) certificates from the system	Mandatory		
Board expenditure modules			
88. Ability to support intergration of board member details e.g Names, KRA PIN etc.	Mandatory		
89. Ability to generate expenditure reports per board member per period (month, year)	Mandatory		
90. Ability to generate p9 forms for board members	Mandatory		
91. Ability to generate board matrix reports outlining aggregate expenditure per board member	Mandatory		
92. Ability to notify on over expenditure on board vote heads	Mandatory		
93. Ability to generate detailed expenditure reports per board member	Mandatory		
Payroll module			
94. Integrate payroll module to the expenditure codes and the payroll liabilities	Mandatory		
95. Computation of fringe tax benefits for benefits such as mortgage, salary advance and car loan	Mandatory		
96. Auto creation of payroll journals	Mandatory		
97. Ability to generate remittance advices for payroll deductions	Mandatory		
98. Ability to generate EFT payment schedule for salary processing	Mandatory		
Budgeting			
99. Ability to capture budgets by: a) Month, quarter and year b) By GL account, department and cost centre etc.	Mandatory		
100. Ability to issue instructions/guidelines to heads of departments and regional offices	Mandatory		
101. Ability to generate new budget based on prior year budget and apply a percentage increase or decrease	Mandatory		

102. Ability to prepare both expense budgets and revenue budget/forecasts	Mandatory		
103. Ability to retain historical budget data	Mandatory		
104. Ability to store multiple "proposed" budgets	Mandatory		
105. Allow automated conversion of "proposed" budget to actual budget	Mandatory		
106. Ability to support top down and bottom-up budgeting	Mandatory		
107. Ability to reallocate budgets. This should require online approval.	Mandatory		
108. Ability to allow pre-determined allocating/apportionment of budgets to required departments. Top-down budget allocation	Mandatory		
109. Ability to create balance sheet, profit & loss, cash flow and capital budgets	Mandatory		
110. Ability to monitor expenses against the budget per department per GL a/c	Mandatory		
111. Ability to control access to particular budgets	Mandatory		
112. Ability to provide a comprehensive audit trail of changes to a budget	Mandatory		
113. Ability to revise and approve a new budget	Mandatory		
114. Ability to synchronize budget with current GL structure and changes to cost centres and departments	Mandatory		
115. Ability to reallocate budget items with appropriate audit trail	Mandatory		
116. Ability to upload budgets from excel spreadsheet			
117. Ability to segregate working versions of budgets and forecasts from the approved version	Mandatory		
118. Ability to generate budget reports based on The National Treasury MTEF templates.	Mandatory		
119. Ability to prepare programme-based budgeting based on the prescribed format and parameters	Mandatory		
Reporting Analysis			
120. Ability to generate budget vs. actual reports across multiple levels e.g., departmental, GL codes, cost centre, overall, and display the vote book running balance in the chart of accounts etc.	Mandatory		
121. Ability to factor commitments e.g., open purchase orders in carrying out analysis of budget against actual	Mandatory		
122. Ability to import/export budgets or budget information elements from/to spreadsheet	Mandatory		
123. Ability to print monthly departmental exception reports of actual amounts that exceed a user-defined budget variance	Mandatory		

124. Ability to decline expenditure commitments exceeding the budgetary provision	Mandatory		
125. Ability to create user-defined budget analysis reports	Mandatory		
126. Ability to compare current year actual/budget/forecast month and YTD, previous year actual/budget month & YTD at any level, department, GL code etc.	Mandatory		
Expense Reporting			
127. Ability to support self-service expense requisition and submission by employees	Mandatory		
128. Ability to support expense policy definition and compliance – e.g. approval limits for expenses(thresholds)	Mandatory		
129. Ability to support per diem and mileage calculation	Mandatory		
130. Ability to upload expenses from excel worksheets	Mandatory		
131. Ability to capture expenses by individual persons- (posting groups)	Mandatory		
Reports			
132. Provide expense reports grouped by: Individual, Cost centers, Expense Item of Department	Mandatory		
133. Ability to support expense reporting and analysis by vote	Mandatory		
134. Ability to consolidate individual expenses into departmental expense reports	Mandatory		
135. Ability to generate monthly income and expenditure – month to month with a trend analysis	Mandatory		
Accounts Receivables			
136. Ability to enter and maintain different types of customer profiles	Mandatory		
137. Ability to categorize receivables to different posting groups	Mandatory		
138. Ability to import customer details from the NCA Legacy Financial Management System	Mandat ory		
139. Ability to update the customer details/ add identified missing fields			
140. Maintain mandatory fields required for generating a customer record	Mandatory		
141. Ability to search or look up customer based on any criteria stored in the customer record	Mandatory		
142. Allow entry and maintenance of primary contact name and contact information like telephone, fax, email, PIN, ID etc..	Mandatory		
143. Allow entry and maintenance of comment fields per customer	Mandatory		
144. Age the receivables by Months if Less than 1 year and years for others	Mandatory		

145. The aging analysis to contain age, amounts, category, record of transactions, description etc.	Mandatory		
146. Ability to generate a customer detailed ledger entries	Mandatory		
147. Indicate time (days/months) taken to receive the receivables	Mandatory		
148. Ability to generate prompts/reports of overdue sales invoices pending settlement	Mandatory		
Cash Receipts/ Receivables Managements			
126. Ability to support different types of customer remittances for example check, EFT, Real time gross settlement (RTGS) payments etc.	Mandatory		
127. Ability to support multiple bank accounts. Bidder to specify no. of bank accounts the system can support	Mandatory		
128. Levies and penalties received from developers and registration fees received from contractors will be receipted in the NCA functional unit's system.	Mandatory		
129. Ability to support creation of suspense accounts for funds received without allocation details	Mandatory		
130. Ability to receive cash and cheques from debtors and others.	Mandatory		
131. Ability of Receipting of the cash, cheques and direct bank credits in the receipt books.	Mandatory		
Banking			
132. Posting of the receipts cash book into the general ledger.	Mandatory		
133. Ability to reports receivables outstanding by set days if outstanding for less than 1 year and years if more than a year	Mandatory		
Temporary/Standing Imprest			
134. Staff will make an imprest requisition and surrender on a self-service web portal.	Mandatory		
135. Staff Approval of the Requisition.	Mandatory		
136. Enter return date and surrender date	Mandatory		
137. Funds would be processed and dispatched to the staff.	Mandatory		
138. Funds recorded as amounts issued to the staff under the imprest register.	Mandatory		

139.	Age the receivables by days	Mandatory		
140.	Report on time taken (days) to surrender - Staff surrenders - expenditure receipts	Mandatory		
141.	Preparation of reimbursement vouchers.	Mandatory		
142.	Checking expenditure vouchers against imprest register.	Mandatory		
143.	Analyzing the expense of the imprest surrender.	Mandatory		
144.	Reconciliation- Apply imprest surrenders to the relevant requisition	Mandatory		
145.	Posting of the imprest surrender expenditures in the general ledger.	Mandatory		
146.	Ability to generate imprest claim based on the dates past dates of travel			
Ability to identify overlapping dates on imprests and staff claims with respect to allowance payable and reject overlapping dates		Mandatory		
Invoices Billing				
147.	Ability to Generate Invoices	Mandatory		
Auto generation and serialization of sequential invoice numbers		Mandatory		
148.	Ability to import information and automatically create invoices from the NCA Legacy Financial Management System for levies and penalties	Mandatory		
Credit Memos				
149.	Ability to import credit notes captured in the NCA L e g a c y Financial Management System	Mandatory		
150.	Ability to import data on refunds processed in the system. This should update the cash book and revenue accounts	Mandatory		
Reports				
151.	Produce Aged debtors listing reports	Mandatory		
152.	Ability to provide Invoice reports based on different parameters for example, Customer, Date range etc.	Mandatory		
153.	Ability to provide receipt reports based on different parameters for example, customer, date range	Mandatory		
FIXED ASSETS				
Asset Maintenance				

154.	Ability to create a fixed asset and capture fixed asset information (e.g., asset serial number, warranty period, Tag nos. etc.) at the point ofpurchase through a purchase order in the system	Mandatory		
155.	Ability to maintain a fixed assets register-	Mandatory		
156.	Ability to auto generate the tag number from the system			
157.	Ability to create fixed asset categories for grouping fixed assets for reporting purposes e.g., Furniture, by department	Mandatory		
158.	Ability to record comprehensive asset details including original cost, insured cost, asset description, asset type, location, serial numbers, barcodes etc.	Mandatory		
159.	Ability to assign different life spans to assets and process accordingly	Mandatory		
160.	Ability to register assets but not depreciate them	Mandatory		
161.	Able to add, transfer, dispose, revalue, write off and re-life assets	Mandatory		
162.	Ability to account for part disposals of assets	Mandatory		
163.	Automatically calculating gains / losses on disposal of assets and creating the journal in the GL	Mandatory		
164.	Maintain cost of improvements to existing assets as component of asset value	Mandatory		
165.	Maintain the repair and maintenance cost per motor vehicle and output the expense response linked to the repairs and maintenance costs general ledger.	Mandatory		
166.	Ability to report on life left on the asset	Mandatory		
167.	Comprehensive search facility based on details captured on the assets	Mandatory		
168.	Prompt for insurance cover on asset addition	Mandatory		
169.	Prompt for renewal insurance cover on assets requiring insurance cover	Mandatory		
170.	Automatic capture of fixed asset items into the GL account as assets and not expenses	Mandatory		
Depreciation				
171.	Ability to use flexible depreciation methods and change as required and to vary these over the asset life)	Mandatory		
172.	Ability to support the following depreciation methods: a) Reducing balance b) Straight-line	Mandatory		

	c) Sum of the years			
173.	Ability to define depreciation/amortization method by asset	Mandatory		
174.	Ability to calculate future depreciation based upon budgeted additions and disposals	Mandatory		
175.	Ability to project depreciation charges for budgeting up to 5 years using existing depreciation rates.	Mandatory		
176.	Ability to calculate allowable depreciation expense and compare with the actual depreciation expense	Mandatory		
177.	Ability to calculate depreciation cost and post automatically to GL across multiple cost centers /departments	Mandatory		
178.	Ability to effectively date an asset for commencement of depreciation.	Mandatory		
	Assets Disposals			
179.	Ability to mark assets to be disposed on the system	Mandatory		
180.	Ability to provide for at least three levels of approval for items being disposed	Mandatory		
181.	Support for various statuses for the items to be disposed. E.g. items marked for disposal, items approved for disposal, assets valued for disposal, and items disposed off.	Mandatory		
182.	Ability to hold the net book value of the asset (computed from depreciation process) as well as capture valuation amount (where a valuation is carried out prior to disposal and the reserve price (where a reserve price is set prior to disposal)	Mandatory		
183.	Ability to store quotations received for the items to be disposed off.	Mandatory		
184.	Ability to keep track of the final amount paid for a disposed off item	Mandatory		
185.	Ability to split both new and existing assets and allow partial disposals	Mandatory		
186.	Support asset cycle count facility (prompting the counting and reconciliation of certain classes of assets).	Mandatory		
187.	Ability to transfer assets with history of the asset to other departments, etc.	Mandatory		
188.	Ability to knock off disposed assets and provide detailed schedule of the acquisition cost , revalued cost, accumulated depreciation, gains and losses on disposal and the disposal amount; incorporate the reasons for disposal	Mandatory		

Intangible Assets			
189.	Ability to categorize intangible assets- finite/ infinite	Mandatory		
190.	Ability to provide for amortization and write offs	Mandatory		
191.	Ability to generate the intangible assets schedule with the respective details	Mandatory		
Reporting/Analysis			
192.	Ability to aid in making decisions about capital requirements in future based upon life of existing assets. (e.g., Motor Vehicles etc..), assess leasevs. buy, carry out 'what if', scenarios etc.., and assist in decision makingof Retain vs. replace, (i.e., based on value of vehicles etc.)	Mandatory		
193.	Print asset details showing cost, salvage value, accumulated & current depreciation, book value, location, assigned user, status etc	Mandatory		
194.	Provide a report of all disposed-off items showing the reserve price, valued amount, disposal amount and variances. Allow filtering and sorting by date, asset class, amounts etc.	Mandatory		
Bank and Cash Management			
195.	Ability to print bank deposit slips automatically	Mandatory		
196.	Ability to support automated bank reconciliation (i.e., ability to accept from our bankers an electronic file of transactions passed through our bank account and then to match that off against our own records, highlighting un presented payments, etc..) for all bank accounts	Mandatory		
197.	Ability to support manual bank reconciliation	Mandatory		
198.	Ability to flag large value discrepancies from the reconciliation process for management attention	Mandatory		
199.	Generate bank reconciliation report (as per provided format)	Mandatory		
200.	Ability to close a reconciled period	Mandatory		
201.	Ability Restrict postings to reconciled and closed bank reconciliation periods	Mandatory		
202.	Ability to support EFT payments to vendors by providing an automated interface to the EFT system	Mandatory		
203.	Ability to process and record manual payments	Mandatory		
204.	Ability to set up payment tolerance levels and reason codes for writing off payment differences.	Mandatory		

205.	Ability to support at least two levels of approval for withdrawal of cash, maintain petty cash and support accounting for petty cash	Mandatory		
206.	Ability to define petty cash limits in the system. The system should not allow petty cash accounts to exceed defined petty cash limits	Mandatory		
207.	Ability to prevent issue of new advances until prior advances have been accounted for	Mandatory		
208.	The system should have full multi-currency functionality	Mandatory		
209.	Ability to setup periodic foreign currency rates in the system. All foreign currency transactions will be converted to local currency at rates held on the system	Mandatory		
210.	Ability to override system rates and enter transaction specific rates. This should be restricted to authorized individuals and an audit trail should be retained	Mandatory		
211.	For each foreign transaction the currency code, currency amount and base currency amount should be retained on the system	Mandatory		
212.	Ability to provide a facility to revalue foreign currency balances and generate appropriate postings to an unrealized currency gains/losses account	Mandatory		
213.	On transaction enquiries the system should display the foreign currency value, base currency at historical rate and base currency at current rates	Mandatory		
Treasury Management				
214.	Ability to capture and retain a register of treasury investments such as call deposits	Mandatory		
215.	Ability to capture the principal and interest components	Mandatory		
216.	Ability to support approval process for treasury investments with at least two levels of approval	Mandatory		
217.	Ability to keep track of investments made and expected returns as well as handling reinvestments	Mandatory		
218.	Ability to prompt on the maturity dates	Mandatory		
Treasury Reports				
219.	Ability to provide detailed reports on:	Mandatory		
	(a) Cash receipts	Mandatory		
	(b) Reconciling differences	Mandatory		
	(c) Daily reconciled cashbook position	Mandatory		
	(d) Reconciled items and un-reconciled items	Mandatory		
	(e) Mismatched items	Mandatory		

1.2 HUMAN RESOURCE

NUMBER AND TECHNICAL REQUIREMENT	Priority	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
EMPLOYEE DATA	Mandatory		
1. Ability to capture personal data such as:	Mandatory		
a) Full Name	Mandatory		
b) Employee number (PF number)	Mandatory		
c) National ID number/Passport number	Mandatory		
d) Address: Postal address, Physical address, Email address	Mandatory		
e) Phone number	Mandatory		
f) Employment terms details: Employment date, employment type etc.	Mandatory		
g) Date of birth	Mandatory		
h) Position	Mandatory		
i) Designation			
j) Marital status	Mandatory		
k) Gender	Mandatory		
l) NSSF, NHIF, PIN numbers	Mandatory		
m) Directorate/Department / Region	Mandatory		
n) Expected Exit date	Mandatory		
o) Photo	Mandatory		
p) Tribe/Nationality/ Home County	Mandatory		
q) Disability status	Mandatory		
r) Benefit entitlement details	Mandatory		
s) Dependent(s) data details	Mandatory		
t) Next of kin details	Mandatory		

u) End of probationary period alerts	Mandatory		
v) Alerts for contract renewal and expiry 6 months before the contract ends	Mandatory		
w) Alerts for end of probation and confirmation of appointment	Mandatory		
x) Engagement status (internship, contract or permanent and pensionable)	Mandatory		
y) Direct reports and reporting line (supervisor and supervisees)			
2. Ability to issue alerts on retirement date (1 year in advance)	Mandatory		
3. Beneficiaries' details	Mandatory		
4. Pension details	Mandatory		
5. Banking details	Mandatory		
6. Previous employment details	Mandatory		
7. Qualifications, skills and trainings	Mandatory		
8. Memberships to professional organizations	Mandatory		
9. Ability to capture emergency contact details	Mandatory		
10. Flexibility to define who can access what data in HR	Mandatory		
11. Ability to capture transfers (station and period), and retain previous information and automatically compute changes in allowances and make relevant adjustments in the payroll	Mandatory		
12. Ability to attach passport copy or any other relevant document	Mandatory		
13. The solution must provide protection from setting up duplicate employee records	Mandatory		
Reporting			
14. Automatic generation of all reports based on employee personal data such as gender, age, ethnicity, qualifications, disability, years of experience, job grades, directorate/department/region	Mandatory		
15. Generate listing of employees with ability to filter based on captured data e.g. list by position	Mandatory		
ORGANIZATION STRUCTURE AND JOB DESCRIPTIONS			
16. Ability to define the organization structure in the system with job positions	Mandatory		
17. Ability to maintain organizational structure if and when it changes without reference to the vendor	Mandatory		
18. Ability to link the position to a staff record	Mandatory		

19. Ability to define the staff grading structure in the system and assign grades to staff. Current staff grades range from NCA 1 to NCA 10	Mandatory		
20. Maintain multiple employee address and contact details	Mandatory		
21. The system shall provide the capability to store, review and update Job descriptions.	Mandatory		
22. Ability to attach any relevant document	Mandatory		
23. Ability to generate notifications via email, distribution/work lists or online notifications. These notifications should be user-definable (such as Anniversaries, retirement dates, over-expenditure recoveries, among others) data items.	Mandatory		
24. The system should be flexible enough for administrator to define new fields	Mandatory		
25. Ability to auto-generate staff numbers	Mandatory		
Reporting			
26. Generate report on position and occupant(s)	Mandatory		
27. Generate organizational structure from the system	Mandatory		
28. Generate report on all vacant positions on organization structure	Mandatory		
29. Generate job descriptions per position	Mandatory		
30. Generate report on movement within a selected period, this could be promotion, demotion and transfer	Mandatory		
SELECTION AND RECRUITMENT			
31. Ability to incorporate recruitment plan, maintain information about historical vacancies and the organization's preferred recruitment media	Mandatory		
32. Ability to leverage templates and data from past roles to create new requisitions and offers, speeding up the process			
33. Ability to track vacant positions based on the defined number of staff required for each position (staff establishment)	Mandatory		
34. Ability to support positions and vacancies linked to the organization structure	Mandatory		
35. Ability to support single/multiple levels of approval of the employment requisition.	Mandatory		
36. Ability for on-line applications for vacant positions, online tracking /monitoring of applicants through each stage of the recruitment cycle.	Mandatory		
37. Ability for applicants to check status of their application on-line	Mandatory		
38. Ability to create branded career sites and tailored content for candidates			

39. Ability to accommodate recruitment agencies	Mandatory		
40. Ability to define and track closing dates of advertised positions	Mandatory		
41. Ability to capture applicant data in the system such as qualifications and years of experience	Mandatory		
42. Ability to save partially completed application forms and complete at a later stage.	Mandatory		
43. Ability to automatically allocate unique application number for each applicant	Mandatory		
44. Ability to assist in online tracking/monitoring of applicants through each stage of the recruitment cycle.	Mandatory		
45. Ability to query/search for one or more applicants and then drill down into their detailed resume information.	Mandatory		
46. Ability to automatically transfer applicants' details into employee details upon appointment without re-keying.	Mandatory		
47. Ability to produce a short list from applicant's data based on defined requirements for a vacant position such as minimum qualification and experience	Mandatory		
48. Ability to create test and interview schedules. (Applicant event schedules)	Mandatory		
49. Ability to record scores for interview tests and interview results with detailed comments.	Mandatory		
50. Ability to provide a checklist and generate alerts if the necessary documents required from a successful candidate have not been received and entered in the system.	Mandatory		
51. Ability to retain a database of previous job applications and CVs. This should be searchable by Job description and the date of the application. e.g. it should be possible to filter applications received for a certain position within the last six months	Mandatory		
52. Ability to generate letters at the various stages of the recruitment cycle (such as interview letter, offer letter, regret letter among others)	Mandatory		
53. Ability to capture notes from reference checks	Mandatory		
54. Ability to capture date of appointment for new hires and issue reminders to HR one week to reporting date	Mandatory		
55. Ability to indicate the employment status of staff as either "On Probation", "Permanent" or "Temporary employment" Intern" etc.	Mandatory		
56. The system should enforce that newly hired staff must go through probation before they are confirmed for permanent employment.	Mandatory		
57. Ability to issue reminders to HR staff to prepare a probation report on elapsing of the six-month probation period	Mandatory		

58. Where a recommendation is made to extend the probation period, the system should issue reminders on elapsing of a further six months.	Mandatory		
59. Ability to enforce the requirement that no staff member should be on probation for more than a year and should either be confirmed or terminated	Mandatory		
60. Ability to allow for conduct of background check before issuance of appointment letters	Mandatory		
61. Ability to export online forms to a PDF, Excel, MS Word document for offline operation.	Mandatory		
62. Ability to determine if applicant has worked for the Authority before	Mandatory		
63. Ability to update the staff establishment once position is filled	Mandatory		
64. Ability to incorporate or capture details in the NCA Job Application Form	Mandatory		
Reporting			
65. Summary report on overall number of applicants a specific position (by age, gender, ethnicity, etc.)	Mandatory		
66. Provide an online form for vacant position based on customizable to suit the Job specs	Mandatory		
67. A shortlist of qualified candidates with their details	Mandatory		
68. Reference checks details generated by the system	Mandatory		
69. Ability to visualize hiring KPIs and share the reports	Mandatory		
70. Ability to track recruitment progress using a summary of the recruitment transactions on a dashboard	Mandatory		
71. Ability to auto-generate regret letters to unsuccessful candidates	Mandatory		
LEAVE MANAGEMENT			
72. Ability to define allowed leave days per year for each staff grade for each type of leave as provided for in the policy	Mandatory		
73. Ability to define rules on maximum number of leave days that can be carried over to the next year	Mandatory		
74. Ability for employees to define leave plans in the system and send to appropriate persons for approval	Mandatory		
75. Ability for employees and management to view leave records	Mandatory		
76. Ability to set up calendar with national holidays.	Mandatory		
77. Automatic calculation/update of employee's leave accruals according to defined policies	Mandatory		
78. System records the key planned and actuals for leave including start-end dates and entitlements and balances	Mandatory		

79. Ability to provide a year-end roll-over calculation and process for leave plans and processes	Mandatory		
80. Distinguish between weekends, holidays, vacation, and other non-work time and report on actual time or time off against planned, earned or allowed	Mandatory		
81. Audit "patterns" of time-off, by individual (e.g., to track regulatory requirements regarding the number of consecutive days off taken over the course of a year)	Mandatory		
82. Ability for authorized personnel to make adjustments when actual leave days taken are more or less than leave days applied for and approved	Mandatory		
83. Ability to add additional leave days based on weekends that staff work	Mandatory		
84. Ability to define and track allowed maternity, paternity and study leave	Mandatory		
85. Ability to provide web-based[portal] leave applications and approvals	Mandatory		
86. Integration with employee email system for updates on leave status	Mandatory		
87. Direct integration of leave schedule with payroll system for automatic posting of leave allowance to employee salary for the end of calendar year (December)	Mandatory		
88. Ability to capture the leave schedule for all staff/departments and update it	Mandatory		
89. Employee should be able to track the position of his/her leave applications online	Mandatory		
90. Ability to track disciplinary compulsory leave i.e., Interdiction and suspension with half pay	Mandatory		
91. Automatic processing of leave allowance at the end of the calendar year (December)	Mandatory		
Reporting			
92. Report on leave balances by staff/department/region etc.	Mandatory		
93. Provision of customizable/ad-hoc report facility	Mandatory		
94. Report on leave taken by staff for a specific periodic and by leave type	Mandatory		
95. Report on approved/rejected leave request	Mandatory		
96. Delegation reports	Mandatory		
97. Summary of the Amount of leave Allowance paid per period	Mandatory		
98. Report on leave schedules/plans for a selected period	Mandatory		
TRANSITIONS			
99. Ability to keep track of staff retirement dates and provide reminders to HR in advance and staff as well	Mandatory		
100. Ability to compute terminal benefits due to staff	Mandatory		

101.	Ability to record deaths and provide follow up notifications to compute any dues and follow up on insurance	Mandatory		
102.	Ability to record staff transfers, secondments, promotions and demotions on the system and update job descriptions and training needs	Mandatory		
103.	Ability to capture notes from exit interviews	Mandatory		
104.	Ability to generate a standard letter for employees who leave the organization with details such as how long worked and provision to add comments.	Mandatory		
105.	Ability to generate certificate of service upon clearance from the Authority	Mandatory		
106.	Ability to generate a report on staff exits through death, retirement, resignation, termination, non-renewal of contract, retrenchment, etc.	Mandatory		
	TRAINING AND DEVELOPMENT			
107.	Ability to input training needs by employees	Mandatory		
108.	Training needs should be generated from:	Mandatory		
	a) Output of the performance appraisal process. The performance appraisal module should provide for input of training requirements arising from the appraisal	Mandatory		
	b) Defined training needs for newly recruited, promoted or transferred staff	Mandatory		
109.	Ability to link training needs to training courses and programs	Mandatory		
110.	Ability for staff to apply for training online	Mandatory		
111.	Ability to schedule trainings and indicate venue and participants	Mandatory		
112.	Ability to generate reminders to staff on trainings due	Mandatory		
113.	Ability for a trainee to capture feedback on the training through a standard feedback form immediately after the training	Mandatory		
114.	Ability to capture details of training carried out per employee	Mandatory		
115.	For each type of training, ability to provide for review of the effectiveness of the training by the supervisor three (3) months after training. On elapsing of this period, the system should send a notification to the supervisor and employee to provide a report on the impact of the training on work performance	Mandatory		
116.	Ability to capture and track training budget on the system and notify when budget is exceeded	Mandatory		
117.	Ability to provide an interface with Finance and Accounts Department for course billing and allocation	Mandatory		

118. Ability to restrict modification of training data and feedback captured in the system	Mandatory		
119. Ability to alert employees to submit a training evaluation/feedback report 2 weeks after training and capture report	Mandatory		
120. Ability to capture and/or import training providers, instructors and courses (contacts, type, cost, duration among others)	Mandatory		
121. Ability to generate training schedules including venues, cost and training	Mandatory		
122. Ability to set up training schedules, associated budgets, monitoring and evaluation	Mandatory		
123. Ability to capture training materials e.g., power point presentations, notes, certificates	Mandatory		
Reporting	Mandatory		
124. Ability to generate training schedules including venues, cost and training durations	Mandatory		
125. Ability to generate reports showing trainings carried out and staff who attended them	Mandatory		
126. Ability to generate report on staff who have missed scheduled trainings	Mandatory		
127. Ability to generate a report on actual training costs against budget and balances	Mandatory		
128. Ability to generate report on cost of training per employee	Mandatory		
129. Ability to generate a training needs assessment report	Mandatory		
130. Ability to generate report on feedback of training as provided by trainees for various trainings attended	Mandatory		
131. Ability to generate a report on effect/impact of training on individual employees as evaluated by the supervisor	Mandatory		
PERFORMANCE EVALUATION			
132. Ability to capture set targets and performance plans for each staff member on the system	Mandatory		
133. Ability for managers and employees to set, review and change goals online via automated workflow with online approval	Mandatory		
134. Ability to describe key result areas when setting goals	Mandatory		
135. Ability to have the goals and performance plans approved on the system by the relevant staff supervisor	Mandatory		
136. Ability to capture the actual achievements of goals per quarter/year	Mandatory		

137. Ability to conduct performance appraisals on the system and record the result of the appraisal.Scores are assigned by a supervisor against each goal. A percentage score is then computed based on a defined weighting scale for each category of goals for each employee	Mandatory		
138. Ability to maintain historical information pertaining to an employee's performance includingreview dates and outcomes	Mandatory		
139. Ability to maintain history of promotion and demotion data including effective date, amount of pay change, reason for promotion/demotion	Mandatory		
140. Ability to define dates in the system when performance appraisals are due for each staff member. The system should issue reminders to staff when these dates are due.	Mandatory		
141. Ability to restrict access to appraisal information to only relevant personnel.	Mandatory		
142. Ability for staff to fill a self-appraisal online	Mandatory		
143. Ability to define multiple appraisal templates (e.g., pre-confirmation, quarterly, mid-year, end-year)	Mandatory		
144. Ability to support multiple levels of appraisals where a line manager appraises and a different manager reviews the appraisal	Mandatory		
145. Ability for supervisors to propose rewards and sanctions for excellent performance and poor performance respectively	Mandatory		
146. Ability to provide for moderation of rewards and/or sanctions by a Management Committee and recommendation to the appropriate authority	Mandatory		
147. Ability to capture training needs arising from the appraisal and link them to the training module to feed into the training needs assessment report	Mandatory		
148. Ability to capture mitigating factors for nonperformance	Mandatory		
149. Ability to define managers and link employees to their relevant supervisors	Mandatory		
150. To enforce discussions between line managers and staff on appraisal result, the system should have the ability for both the supervisor and staff to indicate on the system that the discussion has taken place	Mandatory		
151. Ability to allow supervisor to reject targets set and the employee to receive back the targets for amendment	Mandatory		
152. Ability to capture job factors and rate them online e.g., time management, quality of work, job knowledge, initiative etc.	Mandatory		
153. Ability to compute individual scores online	Mandatory		
154. Ability to capture employee's comments on the appraisal	Mandatory		

155. Ability to accept an initiated review process from an aggrieved employee	Mandatory		
156. Ability to generate letters and memos e.g., standard commendation/warning letter for excellent and poor performance respectively	Mandatory		
157. Ability to issue reminders to staff and supervisors to set targets and do evaluation based on agreed timelines	Mandatory		
158. Ability to send alerts to supervisors and employees to perform certain actions e.g., set targets, key in achievements, evaluate performance, etc.	Mandatory		
Reporting			
159. Report on staff appraised/ not appraised by designation, department, directorate, region, etc.	Mandatory		
160. Report on status of the appraisal including whether goals have been set, self-assessment done, manager review done	Mandatory		
161. Report on competences analysis of the employees	Mandatory		
162. Periodic performance evaluation reports at end of review period	Mandatory		
163. Report on training requirements listed by employees	Mandatory		
164. Report on staff performance scores per grade, department or region	Mandatory		
165. Report on rewards and sanctions proposed by supervisors	Mandatory		
166. Report on factors for unsatisfactory performance and/or over-performance	Mandatory		
INSURANCE	Mandatory		
167. Ability to issue notifications when policies are up for annual renewal	Mandatory		
168. Ability to track payments for staff medical insurance and life insurance premiums and create recurring payment journals	Mandatory		
DISCIPLINE	Mandatory		
169. Ability to record identification of offences committed by employees. The system should alsocapture the date of offenses	Mandatory		
170. Ability to setup types of offences in the system with flexibility to add/remove	Mandatory		
171. Ability to generate suspension and interdiction letters	Mandatory		
172. Ability to schedule disciplinary hearing meeting where applicable	Mandatory		
173. Ability to generate invitation letter to the hearing meeting stating date, venue, time and a notification of right to be accompanied	Mandatory		

174. Ability to capture employee's attendance during the hearing meeting and a note on whether he/she is accompanied	Mandatory		
175. Ability to capture the employee's submissions during the hearing meeting	Mandatory		
176. Ability to capture recommended disciplinary action by the Human Resource Management and Advisory Committee (HRMAC)	Mandatory		
177. Ability to record approval of the recommended disciplinary action by the Executive Director or the Board as provided for in the policy	Mandatory		
178. Where the employee appeals the decision, ability to capture the result of the appeal	Mandatory		
179. Ability to generate report on disciplinary incidents per staff and actions taken	Mandatory		
180. Capture the steps taken in the disciplinary process (e.g., verbal warnings, written warnings, show cause letters, investigations, etc.)	Mandatory		
181. Capture the start and end (dates) of the disciplinary process	Mandatory		
182. Ability to send alerts to the Disciplinary Committee before the expiry of the six (6) months duration for finalization of the disciplinary process	Mandatory		
183. Ability to capture communication of right to appeal	Mandatory		
184. Ability to capture constitution/appointment of the Disciplinary Committee with terms of reference	Mandatory		
Reporting			
185. Report on disciplinary cases in a period (quarterly, yearly) with specification on whether minor, major or gross	Mandatory		
186. Report on disciplinary penalties issued (warnings, surcharge, demotion, termination, etc.)	Mandatory		
187. Report on disciplinary appeals and their outcomes	Mandatory		
188. Report on any investigation carried out	Mandatory		
189. Report on duration of resolution of disciplinary cases (within 6 months, beyond)	Mandatory		
SUBSCRIPTIONS AND CONTINUOUS PROFESSIONAL DEVELOPMENT	Mandatory		
190. Ability to capture and track employee memberships to professional bodies (including classes/categories of membership)	Mandatory		
191. Ability to generate payment journals for finance to pay when membership fees are due.	Mandatory		
192. Ability to capture CPD points required by each professional body where applicable	Mandatory		
193. Ability to capture CPD providers' details including contacts, workshops/seminars, venues, dates, costs etc.	Mandatory		

194. Ability to capture details of employees sponsored for CPD workshops in a given period (by designation, profession, gender, department, etc.	Mandatory		
195. Ability to attach documents e.g., certificates of attendance in each employee's portal	Mandatory		
Reporting	Mandatory		
196. Report on all employees who are members of professional bodies by designation, department, gender, ethnicity including membership status (e.g., Full Member, Member, Affiliate, Graduate, Associate, Fellow, etc.)	Mandatory		
197. Report on all professional bodies where NCA employees subscribe to (include contact details)	Mandatory		
198. Report on annual subscription paid to professional bodies (amounts paid) per period (quarterly, yearly)	Mandatory		
199. Report on conferences and seminars attended by members of professional bodies and amounts paid per period	Mandatory		
PENSION			
200. Ability to compute pension per employee in a monthly and yearly basis	Mandatory		
201. Capture lump sum pension and gratuity of the employees	Mandatory		
202. Capture all the Consultants for the pension scheme	Mandatory		
203. Ability to capture changes in employment status (promotion, demotion)	Mandatory		
204. Ability to capture a pensioner's withdrawal from the scheme	Mandatory		
205. Ability to generate pension statutory reports	Mandatory		
PAYROLL			
Payroll Processing	Mandatory		
206. Support integration with the HR module so that staff details e.g., Names are captured once	Mandatory		
207. Ability to accumulate deductions according to deduction codes	Mandatory		
208. Ability to accumulate earnings according to earning code	Mandatory		
209. Produce all statutory reports required by Kenya's laws and regulations	Mandatory		
210. Supports for automatic computation of Kenyan statutory deductions, insurance, mortgage relief and report generation	Mandatory		
211. The system should maintain data up to statutory period of (7 years) without downgrading the performance of the system	Mandatory		

212. Ability to allow e- communications (email reports/statements/pay slips automatically from the application – interface to an email application)	Mandatory		
213. Ability to support timed deductions such as salary advance, loans, imprest recoveries, etc , i.e., provide deductions for a specific period	Mandatory		
214. Allows for unlimited number of loans in the system and support multiple loans per employee	Mandatory		
215. Ability to limit the number of loans given to an employee	Mandatory		
216. Ability to detect when an employee's earnings fall below the recommended one third of the basic salary and send alerts to the payroll administrator & automatically deduct the excess from the employees discretionary deductions	Mandatory		
217. Provide integration with the financial management system/General Ledger	Mandatory		
218. Ability to pre-run the payroll before the final run and commitment	Mandatory		
219. Ability to support various benefits such as car loan, mortgages	Mandatory		
220. Ability to calculate lost days	Mandatory		
221. Ability to administer involuntary deductions e.g., recovery of advances	Mandatory		
222. Ability to automatically calculate employee and employer taxes	Mandatory		
223. Ability to make adjustments after payroll run with audit trails	Mandatory		
224. Ability to process part of payroll	Mandatory		
225. Ability to distribute payroll processing throughout payroll period, e.g., processing static data at the beginning of period and making adjustments at period end	Mandatory		
226. Ability to automatically detect and effect an employee's salary progression based on his/her appointment anniversary	Mandatory		
227. Ability to generate a payroll bank payment file for electronic transfer of funds	Mandatory		
228. Ability to compute annual leave allowance for each staff in December	Mandatory		
229. Ability to process pension deductions through the payroll	Mandatory		
230. Ability to specify deductions for a specific period and automatically stop the payment deductions when complete	Mandatory		
231. Ability to specify and effect additional earnings such as acting/special duty and automatically stop them when the period lapses	Mandatory		
232. Ability to integrate/link with the disciplinary module and enable automatic deductions	Mandatory		

associated with suspension or interdiction			
233. Ability to integrate/link with leave module to enable payment of leave allowance	Mandatory		
234. Ability to produce payslip, in a format approved by the Authority, holding both monthly and cumulative payments/deductions/balances	Mandatory		
235. Ability to view payslip messages	Mandatory		
236. Ability to accommodate staff engaged on different terms such as permanent, contract, temporary, interns, apprentices, attachees etc	Mandatory		
Reporting			
237. Ability to generate report of changes/variance from previous payroll	Mandatory		
238. Ability to produce Pay slips and also reprint/downloadable pay slips and reports from prior periods	Mandatory		
239. Ability to produce P9 and also reprint/downloadable P9 reports from prior periods	Mandatory		
240. Ability to report on earnings by gender for different salary bands	Mandatory		
241. Ability to maintain audit logs of changes to employee records	Mandatory		
242. Allow Customization of reports for ad hoc reporting	Mandatory		
243. Provide standard payroll reports e.g., all deductions report, net deductions reports, summary of statutory reports	Mandatory		
244. Ability to generate a monthly reconciliation report indicating the shift in the salary and reasons	Mandatory		
245. Ability to generate exception reports for cases where the one third rule is not met	Mandatory		
246. Ability to provide "what if" compensation analyses and salary projections	Mandatory		
GENERAL REPORTING			
247. Ability to generate reports on staff costs per employee based on training costs, medical costs, insurance, subscriptions, payroll etc..	Mandatory		
248. Ability to generate ad-hoc reports	Mandatory		

1.3 ADMINISTRATION

NUMBER AND TECHNICAL REQUIREMENT	PRIORITY	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
FLEET MANAGEMENTMODULE			
1. Provide platform to capture details of each of the vehicles as they appear inthe vehicle logbooks.	Mandatory		
A) TransportRequisition			
2. Ability to Allow Users to requisition for transport services online.	Mandatory		
3. Ability to Capture relevant details of users like designation, Department/Directorate etc.	Mandatory		
4. Ability to Capture relevant details of all the drivers	Mandatory		
5. Ability to capture all the details of the available vehicles including their location within the Authority.	Mandatory		
6. The Module to allow Users to requisition for local transport two hours before departure time.	Mandatory		
7. Module to allow users to requisition for transport outside the work station three days before departure.	Mandatory		
8. The system to show the available vehicles/drivers for booking.	Mandatory		
9. The system to show the drivers already assigned trips.	Mandatory		
10. Restrict assigning of driver(s) who have already been assigned another trip during the period of application for allocation of trip.	Mandatory		
11. Provide relevant periodic reports on the trips i.e., the driver, vehicle used, number of days of the trip, departure & return dates.	Mandatory		
12. Give provisions for attaching the approved memo for trip & other relevant documents.	Mandatory		
13. Provide daily, weekly, monthly, quarterly and other periodic reports on the requisition and allocation of trips.	Mandatory		
14. Approvals to be done by immediate supervisor & assigning of vehicles/driver to be done by the Transport officer.	Mandatory		
15. Provide update alerts on pending requisitions for approvals & assigning.	Mandatory		

Narration of the trip itinerary.	Mandatory		
16. Reports to show the number of days per driver and the dates of the trips.	Mandatory		
17. Allow assigning of drivers for trips within the workstation.	Mandatory		
18. Training to the users of the module on how the system works.	Mandatory		
Fuel management			
19. System to be aligned to the current use of the pre-paid fuel card system in the Authority	Mandatory		
20. Capture fuel data like fuel card numbers, amount of funds deposited, amount of funds distributed to each card, opening balance, closing balances of fuel funds.	Mandatory		
21. Allow inter-card transfers.	Mandatory		
22. Allow distribution from main account to various cards.	Mandatory		
23. Capture quantities of fuel drawn and respective unit prices.	Mandatory		
24. Provide relevant reports on fuel drawn per vehicle, mileage at the time of fuel consumption & rate of consumption per vehicle i.e., Km/Litre, etc.	Mandatory		
25. Compute the total fuel consumed per vehicle and amount spent.	Mandatory		
26. Allow editing of specified fields by the user.	Mandatory		
27. Give provisions for separate fuel accounts for each region and headquarters to allow monitoring of respective accounts.	Mandatory		
28. Generate viewable and printable periodic reports.	Mandatory		
29. System Architecture- Must allow users at the administration level to select and unselect fields and functions to be utilized system-wide as well as permit or restrict access to selected fields by the user profile. It should be user defined.	Mandatory		
Maintenance e of vehicles			
30. Capture details of all the Authority vehicles.	Mandatory		
31. Categorize type of vehicle maintenance i.e., minor, major or other repairs.	Mandatory		
32. Have a field to capture the specific repair works undertaken on each vehicle.	Mandatory		
33. Show the maintenance history of vehicles.	Mandatory		
34. Generate Maintenance schedule for each vehicle.	Mandatory		
35. Enable users to establish the local service order (LSO) no. released for specific repairs.	Mandatory		
36. Allow linking of the invoice and cheque number released for the respective repairs.	Mandatory		
37. Provide analytical reports on the maintenance of vehicles i.e., periodicreports on vehicles repaired, dates of repairs, cost of repairs.	Mandatory		
38. Ensure maintenance Reports are viewable and printable with NCA letterheads.	Mandatory		

Vehicle Insurance			
39. Allow capture of data on contracted insurance company, category of	Mandatory		
40. insurance (comprehensive private or commercial), and commencement & expiry dates of the insurance cover.			
41. Archiving of data on the insurance of vehicles in each financial year.	Mandatory		
42. Provide alerts through email/SMS on the pending expiry dates of the existing insurance.	Mandatory		
43. Relevant viewable and printable Reports on vehicle insurance.	Mandatory		
General Administration /Welfare			
44. Management of all Assets in the Authority; this include what has been procured/ new, worn out, broken, stolen, repaired, disposed and reports on the same for Headquarters and Regional offices.	Mandatory		
45. Tracking and identification of Assets location as per the tag numbers provided, their description and departments / location.	Mandatory		
46. Employees should be able to make requests and approvals through the system. Reminders & alerts should be prompt.	Mandatory		
47. The system should allow the officer in charge of Administration store to confirm at a click of a button whether items requested are available in the store or out of stock to enable him / her make decisions from the reportsprovided by the system.	Mandatory		
48. Receiving and Issue of Items from administration store and provision of reports by dates/ month/ year.	Mandatory		
49. Requests for maintenance/ repair/ replacement of Items and furniture.	Mandatory		
50. Approvals should also be through the system after the Officer in charge confirms and provides reports on the same.	Mandatory		
51. Tea/Water provision reports should be easily generated for both HQ and Regions i.e., when store items are purchased and entries are made through the system. In and out of the stores, the officer in charge of welfare should be able to know the balances and also be able to have reports on the same.	Mandatory		
52. On security matters all reports on the same should be easily generated by authorized Officers for decision making.	Mandatory		
53. The biometrics system can be linked with the ERP system to provide reports of employees present on a particular day or the offices accessed at a particular time for decision making.	Mandatory		
Records Management			

54. Ability to Maintain an up-to-date file movement record and reports	Mandatory		
55. Ability to manage an Inventory of all the files in the Authority	Mandatory		
56. Ability to ensure proper classification of records and documents as per the file index in place	Mandatory		
57. Ability to maintain a trail on File movement, Tracking & Recalling from action officers/ users.	Mandatory		
58. Ability to Allow authorized officers to make request of file opening for new projects/ subjects and allow for an online approval process	Mandatory		
59. Ability to allow users to make requests on retrieval of files/ specific documents and provide reports on the same.	Mandatory		
60. Ability to Compile all reports and organize by date, month, year on file movement.	Mandatory		
61. Ability to search and retrieve files/records with ease	Mandatory		
62. Ability to determine which records can be accessed either as read only or with amendment rights granting or revoking access rights	Mandatory		
63. Ability to Document and Auto archive all the reports for a set period of time	Mandatory		
64. Provide alerts and reminders on archiving & disposal of specific records & registers as per the disposal schedules and guidelines provided.	Mandatory		
65. Ability to Maintain up to date file movement reports	Mandatory		
66. Ability to Ensure security of information in the system by controlled access i.e., only by permission or by authorized officers	Mandatory		
67. Ensure proper classification of records & documents as per the file index.	Mandatory		
68. Provide alerts through email on the files that are due for return and signing out. Officers are allowed to only use each file for a maximum of 3 days and can request for an extension subject to request renewal by the officer in-charge.	Mandatory		
69. Ability to provide reports on access logs on confidential personnel files for security reasons	Mandatory		
70. Ability to generate reports on all the processes	Mandatory		
ASSET MANAGEMENT			
71. Ability for the module to interface with the Asset Register in place	Mandatory		
72. Ability to Manage all Assets in the Authority; this include what has been procured/ new, worn out, broken, stolen, repaired, disposed and reports on the same for HQ and Regional offices.	Mandatory		
73. The system should enable update of the assets register with a provision of the details fed in the system i.e., date, tag no., description, value, location, update done by.	Mandatory		

74. The system should be able to carry out Tracking and identification of Asset location as per the tag numbers provided, their description and departments / location	Mandatory		
75. Employees should be able to make requests and approvals through the system. Reminders & alerts should be prompt	Mandatory		
76. Ability to manage exit/separation process to include surrender of assets assigned/managed by employees, passes among others	Mandatory		
OFFICE MAINTENANCE			
77. The system should be able to have an audit trail and provide reports on office maintenance, office equipment maintenance with details as date, place/type of asset maintained, description/type carried out, by who	Mandatory		
78. Ability to make Requests for maintenance/ repair/ replacement of office Items and furniture and ability for alerts	Mandatory		
Occupational Safety and Health			
79. Ability to maintain schedules for inspection, OSH audits and related statutory procedures	Mandatory		
80. Ability to track repair and maintenance of firefighting equipment	Mandatory		
81. Ability to track repair and maintenance of first aid kits	Mandatory		
82. Ability to generate reports	Mandatory		
Staff Welfare			
83. The system should allow the officer in charge to confirm at a click of a button whether store items requested are available or out of stock to enable him / her make decisions from the reports provided by the system	Mandatory		
84. Ability to allow for receiving and Issue of Items and enable provision of reports by dates/month/ year	Mandatory		
85. Approval to issue items should also be through the system after the Officer in charge confirms and provides reports on the same	Mandatory		
86. Ability to provide for Office cleaning reports- scheduled and unscheduled.	Mandatory		
87. Ability to provide details of company responsible for the cleaning services, type of contract, start date and end date of contract, number of cleaners and details of cleaners responsible for the various sections in the building.	Mandatory		
88. Tea provision reports should be easily generated for both HQ and Regions i.e., when store items are purchased and entries are made through the system. In and out of the stores, the officer in charge of welfare should be able to know the balances and also be able to	Mandatory		

have reports on the same			
89. Ability to generate reports for decision making	Mandatory		
Security Management			
90. Ability to capture the steps and actions taken in the security management process	Mandatory		
91. Ability to integrate with the biometrics access control system to provide reports of employees present on a particular day or the offices accessed at a particular time for decision making	Mandatory		
92. Ability to interface with service level agreements and contract management	Mandatory		
93. Ability to generate reports on security matters reported by authorized Officers for decision making	Mandatory		
94. Ability to generate reports on security incidents reported and actions taken	Mandatory		

1.4 SUPPLY CHAIN MANAGEMENT

REQUIREMENTS	PRIORITY	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
PROCUREMENT PLANNING			
1. Ability to define a detailed procurement plan in the format approved in the PPADA2015 and Regulations 2020 that is linked to the Budget.	Mandatory		
2. The system should allow users in all the regions and HQ to prepare, edit and submit the Procurement Plan For approval.	Mandatory		
3. The system should support a wide variety of procurement agreements including Technical/Works, Goods/Services, Consulting Services, In-Licensing Agreements, etc	Mandatory		
4. The system should provide a link between requisitioning, ordering, receiving, storing, issuing and should generate all the required reports at every level of procurement.	Mandatory		
5. Ability to generate report for items reserved for AGPO as per the ACT.	Mandatory		
6. Ability to analyze current status of procurement plan, Implementation: PlannedVs Actual and generate monitoring Reports.	Mandatory		
7. Ability to prompt users on planned procurement timelines	Mandatory		
8. Allow users to submit their need to revise their plan and allow necessary approvals	Mandatory		
9. Should allow SCM to seek approval of the consolidated Procurement Plan and communicate back to us user.	Mandatory		
10. Legal department should be able to communicate the board resolution throughthe system.	Mandatory		
11. Ability to scan and attach documents related to Procurement plan	Mandatory		
SUPPLIER APPRAISAL/ VENDOR MANAGEMENT			
12. The system should support multiple addresses and contact			
13. Capture suppliers/contractor and subcontractor details: System should keep necessary supplier information such as: a. Name b. Supplier code	Mandatory		

c. Business Location d. PIN registration e. Suppler KRA PIN No. f. Supplier Type (service, goods or works) g. Contact persons h. Contact Number i. Email address j. P.O Box Number k. Default payment currency l. Default bank account (bank, branch, account number, account name – must be the same as supplier name) m. Lead Time n. Pricing o. Payment Methods p. Payment Terms q. Special Groups (AGPO) r. Should enable supplier information to be accessed by different user categories with respective privileges (such as SCM, finance etc.) s. Multiple classification schemes for suppliers such as by product type, national/ international, AGPO/standard among others			
14. Ability to tie Items to supplier during reporting/ enquiring			
15. Ability to rate a supplier's /contractor's performance that may lead to blacklisting them.			
16. Ability for end users to anonymously evaluate supplier performance.			
17. Ability to analyze suppliers/ contractors on parameters such as late deliveries per year, number of LPO that have been awarded to supplier groups such as YAGPO amongst others			
INVENTORY MANAGEMENT			
18. All requisitions should be linked to the available stock levels	Mandatory		
19. Create purchase requisitions for stocked item and reject for non-stocked	Mandatory		
20. Capture all stock items and fixed assets	Mandatory		
21. All requisitions creation should be done online by the users	Mandatory		
22. Enable Online approvals for requisitions	Mandatory		

23. Stores requisition should provide details such as
    a. Item number
    b. Unit of Measure
    c. Item description
    d. Expected date
    e. Unit/division requisition
    f. Estimated cost
	Mandatory		

24. Source of budget (as dropdown from an already approved budget.	Mandatory		
25. Capture Date requisition is made	Mandatory		

26. Inspection and Acceptance information
    a. User department
    b. Name of user department representative
    c. Signature (approval or rejection) of acceptance by user
    d. Acceptance committee chairman Name, Signature (approval or rejection) of chairman of acceptance committee
    e. Stores representative name
    f. Signature (approval or rejection) of Stores representative
    g. Notes on rejection or acceptance
    h. Dates
	Mandatory		

27. The system should automatically update the inventory once the inspection committee has recorded successful delivery of items	Mandatory		
28. Create item cards and assign multiple stock-keeping units (SKUs), units of measure, serial numbers, lot numbers, physical attributes, expiry dates, and othervariables	Mandatory		
29. Create multiple inventory locations and bins	Mandatory		
30. Ability to assign items and SKUs to locations/bins based on product storage requirements special handling requirements, and other criteria	Mandatory		
31. Make manual adjustments to inventory quantities, transfer inventory from onelocation to another.	Mandatory		
32. Count and record the number of items physically present in Inventory, includingfull support for cycle counts.	Mandatory		

33. Monitor Inventory Management performance with KPIs,	Mandatory		
34. Generate Standard reports, and ad hoc reports.	Mandatory		
35. Support the setup of re-order replenishment levels	Mandatory		
36. Automatically sent out alerts to stores personnel, user departments, and other relevant personnel when re-order replenishment levels are about to be reached. This should factor in functional lead times	Mandatory		
37. Managing the issuance of stocks from user requisitions (internal) to collection	Mandatory		
38. Quickly determine actual and projected item availability, overstock situations, replenishment requirements	Mandatory		
39. Ability to define costing methods for inventory	Mandatory		
40. Ability to monitor stock aging based on manufacturers	Mandatory		
41. Track Payment	Mandatory		
42. The system should incorporate an invoice/payment tracking system.	Mandatory		
43. All requisitions creation should be online	Mandatory		
44. Online approvals for requisitions	Mandatory		
45. Ability to create workflows representing current business processes	Mandatory		
46. System should not allow requisition of items without a Corresponding budget and approved Procurement plan.			

47. Purchase requisition should provide details such as
  a. Item number
  b. Unit of Measure
  c. Item description
  d. Expected date
  e. Unit/division requisition
  f. Estimated cost
  g. Source of budget (as dropdown from an already approved budget.
  h. Date requisition is made
  i. Delivery location
  j. Notes for approver			

48. The system should generate the appointment memos for opening and evaluation committees and once approved, sent to the committee members via email.	Mandatory		
49. Once the requisition has been approved with method of purchase indicated, then where necessary, it should be possible to start next process for example an RFQ/ TENDER DOCUMENT can be generated by the system automatically	Mandatory		
50. Ability to enquire on number of RFQ/ TENDER DOCUMENTs issued to a supplier within a certain period and how many of the bids the supplier won	Mandatory		
51. Ability to create Purchase Requisition for local as well as foreign purchases			
52. Quotations to be raised by suppliers online			
53. Ability to receive quotations electronically from suppliers			
54. Ability to open quotation electronically through an authorized committee	Mandatory		
55. Ability to record date and time of receipt of supplier quotations	Mandatory		
56. Ability to review and analyse quotations	Mandatory		
57. Specifications issued during purchase requisition should be available during evaluations and inspections	Mandatory		
58. System should electronically store the minutes to each Purchase request. In particular, the Evaluation committee reports should be linked to the purchase requisition.	Mandatory		
59. No amendments to confirmed minutes/ signed reports should be allowed by the system.	Mandatory		
60. Management of addendums of additional information to the subject of tender arising from inquiries from vendors.	Mandatory		
61. Tender/FRP/RFQ Inquiry process – Registered bidders should be capable of making any inquiries in respect of the subject of tender within the tender preparation period within the time allowed for such inquiries prior to closure.	Mandatory		
62. Tender/FRP/RFQ Submission – The system should support submission of tender documents electronically in PDF. The submission of tenders should be within the period allowed for tender preparation. The system should allow for an authorized change of date of submission.	Mandatory		
63. System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bids details.	Mandatory		

64. The system should be able to capture the technical Evaluation and financial criteria including
   a. Mandatory criteria
   b. Detailed evaluation showing minimum score/merit for which the bidderproceeds to the next level			

65. The system should provide a linked timeline of all the activities related to a particular purchase request from the time the user raises the requisition to the point the supplier gets payment. where there are any deviations from the happy path, the system shouldkeep a record of this and provide alerts where necessary.	Mandatory		
66. Inspection and Acceptance information The system should prepare an I &A certificate at every stage of procurement withprovision of relevant committee members signatures	Mandatory		
67. System to provide a portal for bidders to access and support procurement through electronic reverse auction	Mandatory		
68. Market Survey – The system should have a platform where the procuring entity may input marketprices and generate reports with price indices of common items for reference in its future tenders.	Mandatory		
E-PROCUREMENT			
69. Ability to create branded e-procurement site and tailored content for bidders	Mandatory		
70. Provide for two-way integration between vendor portal and the ERP	Mandatory		
71. Self-managed vendor registration Process that takes into consideration among other documents, specific contacts including general email addresses e.g., yahoo, Gmail, Hotmail etc...	Mandatory		
72. Self-service portal that allows vendors update their profile and contact detail	Mandatory		
73. Professional Opinion – The system should be capable of generating a professional opinion from the information availed in the format provided and issue Award andRegret Notification – The system shall support an e-based notification of award and regrets with customizable award and regret templates. These letters should bare pre-scanned signatures that are appended in the system by authorized users.	Mandatory		
74. Acceptance of Awards – The system to allow for the submission of acceptances online			

by the notified successful bidders.			
75. The system should be able to support a workflow system to notify the department responsible for contract preparation to commence contract preparation and providethat user with access to required contract preparation documents.	Mandatory		
76. Financial settlement – Handle financial transactions through the e-procurement system and to make financial settlement more efficient to handle Vendor Invoices, evaluated receipt settlement, and invoice payment.	Mandatory		
77. Market Survey – The system should have a platform where the procuring entity may input market prices and generate reports with price indices of common items forreference in its future tenders.	Mandatory		
DISPOSAL PROCESS			
78. The System should generate the Disposal plan as per the format provided in PPADA,2015	Mandatory		
7 9 . Manage the process of disposal of items capturing all details such as the a. technical evaluation reports, b. disposal committee deliberations, c. recommendations d. invitationsfor bidders e. evaluations of bids f. awards g. actual collection of items by buyers	Mandatory		

1.5 E-PROCUREMENT

General requirements	Priority	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
Annual Procurement Planning			
1. The system should allow to create annual procurement plan for different category of requirements	Mandatory		
2. The system should allow procurement to edit and update planned activities	Mandatory		
3. The system should allow automatic alert for major procurement milestones	Desirable		
4. The system should facilitate publication of the annual procurement plan on the authority's intranet with controlled access	Desirable		
5. The system should facilitate checking the available budget for each tender procedure automatically.	Mandatory		
6. The Procurement planning module should be linked with Sourcing Module	Mandatory		
Sourcing			
a. Bid preparation and Invitation			
7. The system should provide an online RFQ, RFP and EOI templates.	Mandatory		
8. The system should allow user to edit, save and retrieve draft solicitation documents for further editing	Mandatory		
9. The system should have options for One or Twoenvelop bidding system i.e., Technical Bid and Financial Bid	Mandatory		
10. The system should facilitate One stage or two stagebidding (Expression of Interest / Pre-qualification) processes	Mandatory		
11. The System should allow publication of Invitation for tenders and procurement notices (calls and advertisements), further tothat the tenderdocumentations should be available for downloading	Mandatory		
12. The system should be able to give data on the number of suppliers who have accessed the specific bid.	Desirable		
b. Bidding Management			
13. The system should facilitate clarification requests and responses	Mandatory		

14. The system shall allow Procurement Unit to setup bid closing date and time.	Mandatory		
15. The system shall allow Procurement Unit to make extension on bid closing date and time.	Mandatory		
16. The system shall allow Procurement Unit to manually/automatically send reminder emails before bid closing date and time.	Mandatory		
17. Bidders will have the option to withdraw their proposals, modify and subsequently resubmit their proposals as many times as they so desire until expiry of bid submission timeline	Mandatory		
18. The system shall generate notifications to bidders after successful submission of their bids.	Mandatory		
19. The system shall have restriction not to accept all bids that come after the deadline	Mandatory		
20. In case of lots, the system should facilitate submission of bids per	Mandatory		
21. Online submissions shall be received into an electronic bid box (Virtual Bid Box) and maintained to high standards of security for long-term record keeping and audit. Especially, price bid and its associated attachments shall be encrypted and stored. At no time shall Bids/proposals be in unencrypted format.	Mandatory		
22. The encrypted commercial quote will be treated as the original record. The integrity of the encrypted commercial quote shall not be affected subsequent to its decryption.	Mandatory		
23. The system shall display the date and time and close the Virtual Bid Box upon expiry of the bid submission deadline. No bidder is allowed to amend the bid after the deadline. However, they should be given access to only view its bid.	Mandatory		
c. Bid Opening			
24. The system should enable email alerts to bidders and NCA before the deadline.	Mandatory		
25. The system should facilitate online opening and attendance by NCA and Bidders	Desirable		
26. In a two-envelope bidding process, the system shall not allow opening Financial Bid unless results of Technical Bid evaluation concluded.	Mandatory		
27. The system should enable one to produce a bid opening report	Mandatory		

Evaluation			
28. The system should facilitate creation of multiple evaluation stages	Mandatory		
29. The system should allow for creation of the members of the evaluation Committee panel			
30. The system should allow for assigning of tenders appropriately for review	Mandatory		
31. The system should allow for set up of rules to define which tenders go to which committee reviewers and when.	Mandatory		
32. The system should allow for Randomize review assignments to minimize subjectivity	Mandatory		
33. The system should only allow the members of the evaluation Committee access to the submitted 34. documents within the evaluation environment.	Mandatory		
35. The system should manage the scoring and evaluation of tenders	Mandatory		
36. The system should allow for the bids are opened and evaluated online without necessary meeting in person	Mandatory		
37. The system should apply logic around minimum acceptable criteria	Mandatory		
38. The system should segment the supplier responses for individual scoring of specialist areas	Mandatory		
39. The system should allow for off-line scoring to be entered	Mandatory		
40. The system should allow export and re-import of tender responses	Mandatory		
41. The system should manage the communications to suppliers during the tender process i.e., Sending notification to the selected and non-selected bidders in 42. electronic way	Mandatory		
43. The system should be capable of generating a professional opinion from the information availed in the format provided	Mandatory		
44. Approval			
45. The system should facilitate approval of evaluation reports	Mandatory		
46. Once the evaluation has been completed, the system should allow upload of this report to the platform where only authorized users may access it.	Mandatory		

47. The system to allow for the submission of acceptances online by the notified successful bidders.	Mandatory		
48. Contract Negotiation			
49. The system should be able to interchange documents or clauses with a supplier and track changes	Mandatory		
50. The system should be able to provide user rights to amend specify clauses according to role profiles	Mandatory		
51. The system should allow for upload of the negotiation results in PDF format by the authorized users being members of the negotiation committee.	Mandatory		
Award of Contract			
52. The system shall have the option to provide award to one or more suppliers in a bid (in case of bidding in Lots).	Mandatory		
53. The system should facilitate publication of awards in the e-procurement website for public consumption.	Mandatory		
54. Cancelation of Bidding Process			
55. The system should allow NCA to cancel all bids at any time of the bidding process.	Mandatory		
56. Complaint Handling			
57. The system shall have the option for supplier to submit a complaint if any	Mandatory		
58. The system shall also provide option for NCA to review and provide responses to the supplier	Mandatory		
Contract Management			
59. The System should have standard templates of contracts and facilitate creation and exchange of contracts	Mandatory		
60. The system should have a standard library of template contract clauses	Mandatory		
61. The system should provide legally binding acceptance via e-signature (internally or with a 3rd party)	Mandatory		
62. The system should provide a link between the contract and other prior processes.	Mandatory		
63. The system should be able to support a workflow system to notify the department responsible for contract preparation to commence contract preparation and provide that user with access to Mandatory contract preparation documents.	Mandatory		

64. The system shall enable NCA to monitor and track contract execution throughout the contract period	Mandatory		
65. The system shall allow contract variation, amendment and other relevant changes throughout the contract period	Mandatory		
Supplier Management			
66. The system should enable NCA to change the status of a supplier to make available / not available	Mandatory		
67. The system shall allow suppliers to register in the e-Procurement system	Mandatory		
68. The system should enable suppliers to submit accreditation and documentation	Mandatory		
69. The system should allow categorization codes for NCA to classify suppliers	Mandatory		
70. The system shall provide option for NCA to monitorthe performance of the supplier during contract management	Mandatory		
Procurement Reports and Analytics			
71. Reporting and analytics should be enabled for all procurement process starting from planning to contract management for NCA	Mandatory		
72. Status of Procurement Plan Per department and as a whole	Mandatory		
73. Progress report on procurement planned and initiated	Mandatory		
74. Planned amount vs Actual amount	Mandatory		
75. Procurement Type by amount and Number	Mandatory		
76. Number of procurement activity by category – Goods/ Works/Consultancy Services and Non-Consultancy services	Mandatory		
77. Published / Invited Bids by type of competition (Open/ Limited) and by RFP/RFB/RFQ	Mandatory		
78. Bidders by county, region and amount, if applicable	Mandatory		
79. The system should have a provision where the procuring entity may input market prices and generate reports with price indices of common items for reference in its future tenders.	Mandatory		
80. Award of contract by Amount, Type of Competition (Open / Limited / Direct) and by RFP/RFB/RFQ and number of contracts awarded per month and year	Mandatory		
81. Number of Award of Contract by Country / Region	Mandatory		

82. Contract Status and Completed contracts	Mandatory		
83. Contract performance and Monitoring – e.g. Product quality, Delivery Accuracy, Warranty claims, performance against agreed delivery lead times	Mandatory		
84. Contract completed with additional time / Variation / Scope change	Mandatory		
85. The system should have spend analysis dashboard	Mandatory		
86. Reports should be downloadable in both raw data and graphic form for use in other tools	Mandatory		
User Access for NCA			
87. The system should allow access rights by user job function and individual	Mandatory		
88. The system should have segregation between supplier data and NCA data	Mandatory		
89. The solution should have the ability to integrate with Active Directory (for internal user authentication) and e-mail system and also provide a flexible API for system integration and application development.	Mandatory		
General Requirement			
a. Accessibility and Support			
90. The system shall be accessible over the internet and compatible with all the web browsers i.e., Microsoft edge, Safari, Opera, Google Chrome, Firefox etc.	Mandatory		
91. The system should have the ability to create branded e-procurement site and tailored content for bidders	Mandatory		
92. The system shall have a robust Identity and Access Management controls, wherein the access rights assigned to a user will be verified during login	Mandatory		
93. A feature should be made to allow users to download all records (i.e., data keyed in online forms, file attachments and system logs) pertaining to the concerned users. The data keyed in online forms shall be stored in a machine-readable format such as .XLS .doc or .pdf. The user should have the option to download and attach all of its data in a user-friendly manner within minimum number of clicks.	Mandatory		
94. Both telephonic and e-mail-based help desk support should be provided. A ticket should be raised when a complaint is launched.	Mandatory		

95. Users (NCA and bidders) should not have to wait for the intervention by e-Procurement service provider for any reason whatsoever to complete the procurement process	Mandatory		
96. The ability for the system to grant access to NCA users through a single sign-on/log-on facility.	Mandatory		
97. The Graphical user interface should allow for accessibility by persons with disability.	Mandatory		
98. The design must be responsive and have a multi-device friendly approach (desktop, mobile, tablet)	Mandatory		
99. The bidder is required to comply with the requirements of the Data Protection (General) regulations, ensuring the processing, data security and data protection of data subjects when personal data are involved	Mandatory		
b. Notification			
100. The system shall have the provision to send email, SMS, pop ups as a result of certain pre-defined set of actions for concerned people only	Mandatory		
101. The system should allow user to create custom workflows and tasks	Mandatory		
c. Security			
102. The system must be secured and it should meet 103. NCA's security policies	Mandatory		
104. The system should ensure that secure records are kept of every process, procedure, transmission, receipt, transaction in terms of the content, executing individual and authorizations, time and date. Such records shall be kept online for all Bids processed in the system up until end of the e-Procurement service contract period.	Mandatory		
105. The system should meet the NCA data protection policies	Mandatory		
106. The e-Procurement system and the installation shall be subjected to a security audit and there shall be no outstanding audit issues.	Mandatory		
107. The system should provide for two factor authentication for users.	Mandatory		
d. Audit and Archiving			
108. There should be fine grained audit trail for any changes in the procurement process. The system should be able to provide real time data on all changes and user access as and when necessary.	Mandatory		

| 109. | The system should be able to archive the entire procurement data and the user are able to retrieve any data at any time. | Mandatory | | |

1.6 AUDIT SERVICES

General requirements	Priority	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
1. Access to all modules of the ERP system	Mandatory		
2. Audit Trails to be implemented	Mandatory		
3. Rights to audit the audit trail	Mandatory		
4. Capability to query and export to various formats	Mandatory		
5. Ability to query from different tables that data is kept and linking them	Mandatory		
6. Ability to produce and print various reports as per audit requirements	Mandatory		
7. Ability to integrate with an audit software for the purpose of audit			
Controls			
8. Adequate controls to ensure no functional overlaps; e.g LPOs/ LSOs should only be prepared by officers in the supply chain department and all purchase orders should be linked to purchase requisitions	Mandatory		
9. Where any control overlap happens, notification to audit should be raised immediately	Mandatory		
10. Inability to change documents after the next person has acted on it unless returned by the person e,g.LPOs, Purchase requisitions	Mandatory		
11. Inability to change transactions of past period that has been closed	Mandatory		
12. Mandatory fields to capture primary data should be well put for employees, vendors e.t.c.	Mandatory		
13. Rights of users should be properly segregated.	Mandatory		
14. Where a system is inactive and transactions are processed, a notification should be sent to auditautomatically	Mandatory		

1.7 PLANNING AND STRATEGY

GENERAL REQUIREMENTS	PRIORITY	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
1. To be integrated with other systems in terms of reports sharing. E.g., ERM system	Mandatory		
2. To enable users, generate Monthly/ quarterly progress reports	Mandatory		
3. To enable users, generate Quarterly/ annually reports on strategic plan implementation	Mandatory		
4. To enable users, generate Quarterly/ annually reports on performance contracting	Mandatory		

1.8 TRAINING, DOCUMENTATION AND SUPPORT

ITEM	Priority	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
TRAINING			
1. Provide technical training for application support staff (technical support, security administration, development tools and report writertools).	Mandatory		
2. Provide technical training for System Administration Training Lifecycle Services (LCS) – To manage the process, support cases and Microsoft Knowledge Base (KB) search	Mandatory		
3. Provide training for day-to-day system users covering application usage and report writer tools	Mandatory		
4. Provide training for NCA senior management on how to access key reports and query transaction and standing data.	Mandatory		
5. Provide NCA with customized manuals for end-user, senior management and executive training.	Optional		
6. A detailed training schedule shall be provided and it will cover all the operational aspects of the implemented solution.	Mandatory		
DOCUMENTATION			
7. Avail quick reference module specific documentation for day-to-day reference by end users	Mandatory		
8. Ability to provide users with context specific on-line help related to their current location in the application	Mandatory		
Provide the following technical application software documentation:			
9. System documentation - system structure schema, interface specifications, data/object/application descriptions, customizations and any code used that is not inherent in the original application	Mandatory		
10. Operation / Administration - installation and configuration manuals, operator manuals, system / database / performance / security administration manuals, restart and recovery manual, backup and restoration manual, archiving manual	Mandatory		

ITEM	Priority	Compliance (Fully, Partially, Null)	DETAILED DESCRIPTION/ REFERENCE
11. Data dictionary and database design documentation to facilitate preparation of ad-hoc reports	Mandatory		
12. Software Development documentation - toolkit manuals, API manuals	Mandatory		
13. New version release notes	Mandatory		
14. Fix and patch notes	Mandatory		
15. Online help support manual	Mandatory		
SUPPORT			
16. Bidder must have a comprehensive support procedure for NCA	Mandatory		
17. The bidder must have qualified professional/systems engineers to offer functional and technical support	Mandatory		
18. Access to online support system	Mandatory		
19. Warranty Service: Warranty will be for a period of six (6) Months after go-live. Support during this period is expected to be on site. Software issues/bugs/support calls will be raised in formats to be defined as part of project mobilization.	Mandatory		
20. Post-warranty maintenance services: User support after warranty period is expected to be within working hours from 8AM to 5PM Kenyan time excluding weekends and public holidays. Expected response time will be 24hrs after raising a support call in line with the format to be agreed on before Go-Live.	Mandatory		
21. Data Conversion and Migration: The Data will be migrated into their respective functional management systems and before go-live each functional area will be required to sign-off the data migrated. The data to be migrated includes but not limited to payroll, finance system data, personnel details, procurement items, assets etc.	Mandatory		

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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 Purchaser 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 Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).

(iii) **"Contract Agreement"** means the agreement entered into between the Purchaser and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the bidding documents and any modifications to this form agreed to by the Purchaser 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 bidding documents.

(vii) **"Implementation Schedule"** means the Implementation Schedule in Section VII of the bidding 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 edition **specified in the SCC** of the World Bank "Procurement Regulations for IPF Borrowers".

(x) **"bidding documents"** refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the bidding documents reflect the Procurement Regulations that the Purchaser is obligated to follow during procurement and administration of this Contract.

(xi) "**Sexual Exploitation and Abuse" "(SEA)"** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(xii) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Supplier's Personnel with other Supplier's, Subcontractors' or Purchaser's personnel.

(b) entities

(i) **"Purchaser"** means the entity purchasing the Information System, as **specified in the SCC.**

(ii) **"Purchaser's Personnel"** means all staff, labor and other employees of the Project Manager and of the Purchaser engaged in fulfilling the Purchaser's obligations under the Contract; and any other personnel identified as Purchaser's

Personnel, by a notice from the Purchaser to the Supplier;

(iii)   **"Project Manager"** means the person **named as such in the SCC** or otherwise appointed by the Purchaser in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Purchaser.

(iv)   **"Supplier"** means the firm or Joint Venture whose bid to **perform** the **Contract** has been accepted by the Purchaser and is named as such in the Contract Agreement.

(v)   **"Supplier's Representative"** means any person **nominated** by the Supplier and named as such in the Contract Agreement or otherwise approved by the Purchaser in the manner provided in GCC Clause 18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

(vi)   **"Supplier's Personnel"** means all personnel whom the Supplier utilizes in the execution of the Contract, including the staff, labor and other employees of the Supplier and each Subcontractor; and any other personnel assisting the Supplier in the execution of the Contract;

(vii)   **"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 subcontracted directly or indirectly by the Supplier.

(viii)   **"Adjudicator"** means the person named in Appendix 2 of the Contract Agreement, **appointed** by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute between the Purchaser and the Supplier referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).

(ix)   **"The World Bank"** (also called "The Bank") means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(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 Purchaser, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's bid. The "Agreed Project Plan" is the version of the Project Plan approved by the

Purchaser, 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 Subsystems 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 Purchaser 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 Purchaser'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, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xviii) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required in or 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 Purchaser 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 Clause 27.1 (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 Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).

(vi)   "Operational Acceptance" means the acceptance by the Purchaser of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).

(e)   place and time

(i) "Purchaser's Country" is the **country named in the SCC.**

(ii) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

(iii) **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.

(iv) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.

(v) "Day" means calendar day of the Gregorian Calendar.

(vi) "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in the Purchaser's Country.

(vii) "Month" means calendar month of the Gregorian Calendar.

(viii) "Year" means twelve (12) consecutive Months.

(ix) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for 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 Subsystem(s).

(x) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Purchaser 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 the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract**.**

(xi) "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

Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).

(xii) "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.

(xiii) 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, either under this Contract or 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 **Unless otherwise specified in the SCC**, all Contract Documents and related correspondence exchanged between Purchaser and Supplier shall be written in the language of these bidding documents (English)**,** 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 governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and 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 of the 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 rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject 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 Subcontractors 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 Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between

any such employees, representatives, or Subcontractors and the Purchaser.

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 Purchaser for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as 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 Purchaser.

3.10   Nonwaiver

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 Contract or 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 and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent 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 provisions and 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 or utility 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 shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail 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 airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail 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 airmail 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 Purchaser 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 Purchaser or Supplier may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Purchaser are as **specified in the SCC** or as subsequently established/amended. The address of the Supplier's Representative and the fallback 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 the country **specified in the SCC**.

5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when

(a) as a matter of law or official regulations, the Borrower's country 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, the Borrower's Country 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 Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Appendix 1 to the GCC.

6.2 The Purchaser 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 bidding 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 of all 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 bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **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 within the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall thereafter 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 for Operational Acceptance of such Subsystem(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 such extended 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 with the 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 their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The Supplier shall ensure that its Subcontractors carryout the work on the Information System in accordance with the Contract, including complying with relevant environmental and social requirements and the obligations set out in GCC Clause 9.9.

The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of the Contract at the Project Site/s in the Purchaser's country where the Contract is executed.

If **required in the SCC**, the Supplier shall submit to the Purchaser for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

(a) which may include:

    (i) the procedures to establish and maintain a safe working environment;

    (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);

    (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

    (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b)   any other requirements stated in the Purchaser's Requirements.

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 Purchaser 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 bid 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 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 41.2.

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 the Purchaser's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's Personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Purchaser 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 the Purchaser's Country. 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 Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Purchaser to the extent that such liability, damage, claims, fines, penalties, and

expenses were caused or contributed to by a fault of the Purchaser.

9.6   Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).

9.7   Pursuant to paragraph 2.2 e. of the Appendix 1 to the General Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to GCC Clause 6.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

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

9.9   **Code of Conduct**

The Supplier shall have a Code of Conduct for the Supplier's Personnel employed for the execution of the Contract at the Project Site/s.

The Supplier shall take all necessary measures to ensure that each such personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by such personnel, and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Supplier shall also ensure that the Code of Conduct is visibly displayed in the Project Site/s as well as, as applicable, in areas outside the Project Site/s accessible to the local

community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to the Supplier's Personnel, Purchaser's Personnel and the local community.

The Supplier's Management Strategy and Implementation Plans, if applicable, shall include appropriate processes for the Supplier to verify compliance with these obligations.

9.10   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.

9.11   The Supplier, including its Subcontractors, shall comply with all applicable safety obligations. The Supplier shall at all times take all reasonable precautions to maintain the health and safety of the Supplier's Personnel employed for the execution of Contract at the Project Site/s.

9.12   Training of Supplier's Personnel

The Supplier shall provide appropriate training to relevant Supplier's Personnel on any applicable environmental and social aspect of the Contract, including appropriate sensitization on prohibition of SEA, health and safety.

As stated in the Purchaser's Requirements or as instructed by the Project Manager, the Supplier shall also allow appropriate opportunities for the relevant personnel to be trained on any applicable environmental and social aspects of the Contract by the Purchaser's Personnel and/or other personnel assigned by the Purchaser.

The Supplier shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Supplier's Personnel.

9.13   Stakeholder engagements

The Supplier shall provide relevant contract- related information, as the Purchaser and/or Project Manager may reasonably request to conduct contract stakeholder engagement. "Stakeholder" refers to individuals or groups who:

(a)   are affected or likely to be affected by the Contract; and

(b)   may have an interest in the Contract.

The Supplier may also directly participate in contract stakeholder engagements, as the Purchaser and/or Project Manager may reasonably request.

9.14 Forced Labor

The Supplier, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

9.15 Child Labor

The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Supplier, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Supplier with the Project Manager's consent. The Supplier shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.16 Non-Discrimination and Equal Opportunity

The Supplier shall not make decisions relating to the employment or treatment of personnel for the execution of the Contract on the basis of personal characteristics unrelated to inherent job requirements. The Supplier shall base the employment of personnel for the execution of the Contract on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Supplier shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Clause 9.15).

9.17 Personnel Grievance Mechanism

The Supplier shall have a grievance mechanism for personnel employed in the execution of the Contract to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly

designed and implemented, address concerns promptly, and are readily accessible to such personnel.

9.18 Security of the Project Site

If stated in the SCC, the Supplier shall be responsible for the security at the Project Site/s including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

In making security arrangements, the Supplier shall be guided by applicable laws and any other requirements that may be stated in the Purchaser's Requirements.

The Supplier shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Supplier's Personnel, Purchaser's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Purchaser's Requirements.

The Supplier shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

9.19 Recruitment of Persons

The Supplier shall not recruit, or attempt to recruit, either on limited time or `permanent basis or through any other contractual agreement, staff and labor from amongst the Purchaser's Personnel.

9.20 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

10. Purchaser's Responsibilities

10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser to the Supplier, except when otherwise expressly stated in the Contract.

10.2 The Purchaser 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 Purchaser 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 areas reasonably required for the proper execution of the Contract.

10.4 If requested by the Supplier, the Purchaser 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 undertakings require the Supplier or Subcontractors or the Supplier's Personnel, 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 Purchaser shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

10.6 The Purchaser 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 Purchaser may result in an appropriate extension of the Time for Operational Acceptance, at the Supplier's discretion.

10.7 Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser 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 Purchaser 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 Purchaser 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 any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

10.10 The Purchaser 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 Purchaser, 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 Purchaser shall have no other Purchaser 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 clauses in 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.

| **12. Terms of Payment** | 12.1 | The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, 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 Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the System or any Subsystem(s).

12.3   Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of a valid invoice by the Supplier. In the event that the Purchaser fails to make any payment by its respective due date or within the period set forth in the Contract, the Purchaser 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, whether before 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 the Purchaser's Country shall be made to the Supplier through an irrevocable letter of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice 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 Purchaser at the times and in the amount, manner, and form specified below.

13.2   Advance Payment Security

13.2.1 The Supplier shall provide within twenty-eight (28) days of the notification of Contract award an Advance

Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.

13.2.2 The security shall be in the form provided in the bidding documents or in another form acceptable to the Purchaser. 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 Purchaser. **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 Clause 12.1.

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 bidding documents, or it shall be in another form acceptable to the Purchaser.

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) days after its expiration.

13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC,** on the date of the Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14. Taxes and Duties   14.1   For Goods or Services supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country. Any duties, such as importation or customs duties, and taxes and other levies, payable in the Purchaser's country for the supply of Goods and Services from outside the Purchaser's country are the responsibility of the Purchaser unless these duties or taxes have been made part of the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it 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 Purchaser. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in the Purchaser's country, 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 the Purchaser's Country, the Purchaser 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 bid submission in the Purchaser's Country (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 Subcontractors, 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 Purchaser agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the Purchaser for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

15.3   The Purchaser'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 license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization 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 Contract or on creation of the rights (if later than the date of this Contract), vest in the Purchaser. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing (as legally sufficient) that the Purchaser may consider necessary or desirable to perfect the right, title, and interest of the Purchaser in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do so by the Purchaser 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   16.1   Except to the extent that the Intellectual Property Rights in
   Agreements   the Software vest in the Purchaser, the Supplier hereby
                                  grants to the Purchaser 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)   nonexclusive;

    (ii)   fully paid up and irrevocable (except that it shall
            terminate if the Contract terminates under GCC
            Clauses 41.1 or 41.3);

    (iii) **unless otherwise specified in the SCC** valid
            throughout the territory of the Purchaser's
            Country;

    (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
            bid), plus a backup computer(s) of the same or
            similar capacity, if the primary is(are) inoperative,
            and during a reasonable transitional period when
            use is being transferred between primary and
            backup;

    (ii)   used or copied for use on or transferred to a
            replacement 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 bid specifies a class of computer to
            which the license is restricted, the replacement
            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 the primary and/or backup computer(s) by
            means of a local or wide-area network or similar
            arrangement, and used on or copied for use on
            those other computers to the extent necessary to
            that access;

      (iv)   reproduced for safekeeping or backup purposes;

      (v)   customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;

      (vi)   **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their subcontractors, to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and

      (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

16.2   The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the Purchaser 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 Purchaser and the Supplier, Purchaser 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 Purchaser or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), 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 Purchaser or the Purchaser'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 Purchaser to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

(b)   the Purchaser 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 abides 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 Purchaser 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 Purchaser's prior written consent, use any Confidential Information received from the Purchaser for any purpose other than those that are required for 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 not previously 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;

(d)   is being provided to the Bank.

17.6   The above provisions of this GCC Clause 17 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 part thereof.

17.7   **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever 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, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser 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 the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Purchaser 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 Purchaser pursuant to GCC Clause 4.

18.2   Supplier's Representative

18.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, 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 Purchaser does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been

approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC 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 shall normally 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 Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents to such an action, 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 Purchaser's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of the Supplier's Personnel.

18.2.5 The Supplier's Representative may, subject to the approval of the Purchaser (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 thereby 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 Clause 18.2.5 shall be deemed to be an act or exercise by the Supplier's Representative.

18.3 Removal of Supplier's Personnel

18.3.1 The Project Manager may require the Supplier to remove (or cause to be removed) the Supplier's Representative or any other person employed by the Supplier in the execution of the Contract, who:

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;

(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;

(f) has been recruited from the Purchaser's Personnel;

(g) engages in any other behaviour which breaches the Code of Conduct, as applicable;

If appropriate, the Supplier shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Supplier shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from work on the System, any person Employed by the Supplier in the execution of the Contract who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

18.3.2 If any representative or person employed by the Supplier is removed in accordance with GCC Clause 18.3.1, the Supplier shall, where required, promptly appoint a suitable replacement with equivalent skills and experience.

19. Project Plan   19.1   In close cooperation with the Purchaser and based on the Preliminary Project Plan included in the Supplier's bid, 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 Purchaser. Such submission to the Purchaser shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Purchaser 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 does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies 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 Project Plan and resubmit to the Purchaser. The Purchaser 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 Purchaser shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Purchaser 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 Agreed Project Plan and the Contract.

19.5 **Unless otherwise specified in the SCC**, the Supplier shall submit to the Purchaser 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 planned schedule;

(iv) other issues and outstanding problems; proposed actions to be taken;

(v)   resources that the Supplier expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;

(vi) status of compliance to environmental and social requirements, as applicable;

(vii) 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 Purchaser other (periodic) reports as specified in the SCC.

19.7   Immediate Reporting requirement

The Supplier shall inform the Project Manager immediately of any allegation, incident or accident in Project Site/s, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Supplier, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Purchaser of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Contract which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel or Supplier's Personnel. The notification shall provide sufficient detail regarding such incidents or accidents.

The Supplier shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Purchaser.

The Purchaser shall require its Subcontractors to immediately notify it of any incidents or accidents referred to in this Sub- Clause.

20. Subcontracting   20.1   Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the Purchaser.   If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list.   The Supplier shall submit any such list or any modification to the list to the Purchaser for its approval in sufficient time so as not to impede the progress of work on the System.   Submision by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Approval by the Purchaser 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 so listed, or subcontract an item not so listed, it must seek the Purchaser'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 Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies the Purchaser in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor, including by providing the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration; and (ii) by the end of this period either the Purchaser has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which the Purchaser has objected in writing prior to the end of the notice period. The absence of a written objection by the Purchaser 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 Purchaser of Subcontractors not

listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Purchaser or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement.

20.4 The Supplier shall ensure that its Subcontractors comply with the relevant ES requirements and the obligations set out in GCC Clause 9.9.

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 Contract or, 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 inaccurate information furnished in writing to the Supplier by or on behalf of the Purchaser.

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 Purchaser, 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 bid submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 39.3.

21.3 Approval/Review of Controlling Technical Documents by the Project Manager

21.3.1 **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.

21.3.2 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.

21.3.3 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.

21.3.4 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.

21.3.5 If any dispute occurs between the Purchaser 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 Purchaser has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Purchaser 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.

21.3.6 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 Purchaser.

21.3.7 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 Purchaser'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 Purchaser, which consent shall not be unreasonably withheld.

22.4   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 Purchaser'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 Incoterms.

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.

22.5   **Unless otherwise specified in the SCC,** the Supplier will provide the Purchaser with shipping and other documents, as specified below:

22.5.1 For Goods supplied from outside the Purchaser's Country:

Upon shipment, the Supplier shall notify the Purchaser 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 Purchaser 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 the Purchaser's Country and at the site.

22.5.2   For Goods supplied locally (i.e., from within the Purchaser's country):

Upon shipment, the Supplier shall notify the Purchaser by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Purchaser 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.

22.6   Customs Clearance

(a)   The Purchaser will bear responsibility for, and cost of, customs clearance into the Purchaser's country in accordance the particular Incoterm(s) used for Goods supplied from outside the Purchaser's country in the Price Schedules referred to by Article 2 of the Contract Agreement.

(b)   At the request of the Purchaser, the Supplier will make available a representative or agent during the process of customs clearance in the Purchaser's country for goods supplied from outside the Purchaser's country. In the event of delays in 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 Clause 40;

(ii)   the Contract Price shall be adjusted to compensate the Supplier for any additional storage charges that 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 bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (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 Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in the Purchaser's Country, pursuant to GCC Clause 39 (Changes to the System).

23.3   During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's Country, 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 bid.

23.4   **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in the Purchaser's country, and no later than twelve (12) months after they are released in the country of origin of the Software.

23.5   The Purchaser 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 extensive reworking 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 the new 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 Purchaser receives a production-ready copy of a subsequent version, release, or update. The Purchaser 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 Bid) and shall not exceed the prevailing rates charged by the Supplier to other purchasers in the Purchaser's Country for similar services.

25. Inspections and Tests

25.1   The Purchaser or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.

25.2   The Purchaser or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Purchaser shall bear all costs and expenses incurred in connection with such 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 Purchaser may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Purchaser.

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 with the Technical Requirements, the SCC and the Agreed Project Plan, the Supplier shall so notify the Purchaser 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 in the bidding documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), 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. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the Purchaser in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 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 defects

and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause 26.1, or if the Purchaser puts the System or a Subsystem into 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 repeated notice, or when the Purchaser put the System into 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 Purchaser 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 Purchaser (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 bid, 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 Purchaser'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 Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser, and the Purchaser, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Purchaser of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Purchaser 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 this GCC Clause 27.3.4 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, then either:

(a) the Purchaser 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 of the Purchaser to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled 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 Operational Acceptance 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 been accepted 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 pursuant to 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 been delivered 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 by the Purchaser 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 within such 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 the time 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 Purchaser 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 of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Purchaser 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 Purchaser may have under the Contract for other delays.

28.4   If liquidated damages are claimed by the Purchaser for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Purchaser 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 incorporate 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 Purchaser 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 Purchaser;

(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 Purchaser, 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 Purchaser or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

29.8   The Purchaser shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Purchaser 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 Purchaser, 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 by the 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 Purchaser may give the Supplier notice requiring that tests of the defective part be made by the Supplier

immediately upon completion of such remedial work, whereupon 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 may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and 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 work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the Purchaser may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any 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, the Warranty 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 Purchaser 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 Purchaser may choose to retain physical possession of any replaced defective information storage devices.

29.13   At the request of the Purchaser and without prejudice to any other rights and remedies that the Purchaser may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Purchaser to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of the Purchaser 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 Purchaser'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 governs how 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 or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, 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 Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser 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 Purchaser 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 result from this failure.

31. Intellectual Property Rights Warranty

31.1   The Supplier hereby 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 Purchaser in accordance with the Contract

do 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 transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Purchaser 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 System.

32. Intellectual Property Rights Indemnity

32.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Purchaser 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 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 arise as a result of the Purchaser'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 thereby in association or combination with any other goods or 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 a parent, subsidiary, or affiliate of the Purchaser's organization;

(b) is a direct result of a design mandated by the Purchaser's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or

(c) results from the alteration of the System, including the Materials, by the Purchaser or any persons other

than the Supplier or a person authorized by the Supplier.

32.4   If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Clause 32.1, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser'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 Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) days, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser 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.

32.5   The Purchaser 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 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 any infringement or alleged infringement of any Intellectual Property Rights 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 Purchaser or any persons (other than the Supplier) contracted by the Purchaser, 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 the purpose 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 documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Purchaser or any other person contracted by the Purchaser, where the infringement arises because of such association or combination and not because of the use of the 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 a parent, 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 persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Purchaser or any persons contracted by the Purchaser.

32.8 If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause 32.5, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser 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 Purchaser, 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 damages to the Purchaser; and

(b)   the aggregate liability of the Supplier to the Purchaser, 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 Purchaser 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 Purchaser at the time of Delivery or otherwise under terms that may be agreed upon 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 governed by GCC Clause 15 (Copyright) Clause 16 (Software License Agreements), 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 Purchaser shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The Purchaser 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), excepting such loss or damage 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) (insofar 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 Supplier could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

(b) any use not in accordance with the Contract, by the Purchaser 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 Purchaser, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2,

the Purchaser shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Purchaser requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Purchaser in accordance with GCC Clause 39. If the Purchaser does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Purchaser shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Purchaser shall terminate the Contract pursuant to GCC Clause 41.1.

35.3 The Purchaser shall be liable for any loss of or damage to any Supplier's Equipment which the Purchaser has authorized to locate within the Purchaser'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 the Purchaser's Country.

36.2 Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Purchaser 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 Purchaser, its contractors, employees, officers, or agents.

36.3 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Clause 36.2, the Purchaser shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Purchaser'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 Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser to liability under GCC Clause 36.4, the Supplier shall promptly give the Purchaser notice of such proceedings or claims, and the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser's request, afford all available assistance to the Purchaser in conducting such proceedings or claim and shall be reimbursed by the Purchaser 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 Purchaser, who should not unreasonably withhold 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 Purchaser's personnel) and loss of or damage to property (including the Purchaser's property and any Subsystems that have been accepted by the Purchaser) occurring in connection with the supply and installation of the Information System.

(d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Purchaser's Country, 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 Purchaser 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 Purchaser 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 Purchaser may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that the Purchaser shall have paid to the 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 shall be paid to the Supplier. The Purchaser shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Purchaser's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser. With respect to insurance claims in which the Supplier's interest is involved, the Purchaser 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 Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

(a)   war, hostilities, or warlike 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 de jure or de facto 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 other natural 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 the circumstances 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 Operational Acceptance).

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 nonperformance 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 of one 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 a notice to the other.

38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Purchaser and the 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 Purchaser 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 Purchaser 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 Contract to 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 the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

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).

39.1.2 The Supplier may from time to time during its performance of the Contract propose to the Purchaser

(with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Purchaser may at its discretion approve or reject any Change proposed by the Supplier.

39.1.3 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.

39.1.4 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 bidding documents.

39.1.5 Moreover, the Purchaser 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 shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

39.2 Changes Originating from Purchaser

39.2.1 If the Purchaser 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.

39.2.2 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 Purchaser 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 Purchaser does not intend to proceed with the Change.

39.2.3 Upon receipt of the Purchaser'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 Purchaser and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.2.4 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 inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.2.5 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 Purchaser accepts the Supplier's objection, the Purchaser 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.

39.2.6 Upon receipt of the Change Proposal, the Purchaser and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Purchaser shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Purchaser 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 Purchaser 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.

39.2.7 If the Purchaser 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 Purchaser choose not to proceed or the Purchaser 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 Purchaser 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. 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 Purchaser may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Purchaser 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 Purchaser; or

(c) improves the quality, efficiency, safety or sustainability of the systems; or

(d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the systems.

If the value engineering proposal is approved by the Purchaser 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 Purchaser; 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 Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser'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 Purchaser's Convenience

41.1.1 The Purchaser 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 Purchaser 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 Purchaser pursuant to GCC Clause 41.1.2 (d) (ii) below;

(c) remove all Supplier's Equipment from the site, repatriate the Supplier's 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 Purchaser the parts of the System executed by the Supplier up to the date of termination;

   (ii) to the extent legally possible, assign to the Purchaser 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 Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

   (iii) deliver to the Purchaser 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 Purchaser 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 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 Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause 41.2:

(a) if the Supplier becomes bankrupt or insolvent, 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 undertaking 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 Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or

(c) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix 1 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:

(a) has abandoned or repudiated the Contract;

(b) has without valid reason failed to commence work on the System promptly;

(c) 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;

(d) 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 progress that give reasonable assurance to the Purchaser that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then the Purchaser may, 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 to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Purchaser 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:

(a) cease all further work, except for such work as the Purchaser 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 Purchaser pursuant to GCC Clause 41.2.3 (d) below;

(c) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(d) to the extent legally possible, assign to the Purchaser all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by

the Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(e) deliver to the Purchaser 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 Purchaser 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 Purchaser thinks appropriate, the Purchaser 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 such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the 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 the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the Purchaser 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 Purchaser completes the System, the cost of completing the System by the Purchaser 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 Purchaser 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 Clause 41.2.5, the Supplier shall pay the balance to the Purchaser, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Purchaser shall pay the balance to the Supplier. The Purchaser and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3   Termination by Supplier

41.3.1 If:

    (a) the Purchaser 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 Purchaser 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 Purchaser to remedy the same, as the case may be. If the Purchaser 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 Purchaser, including but not limited to the Purchaser'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 Purchaser of such events, and if the Purchaser 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 Purchaser within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Purchaser referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Purchaser to that effect, referring to this GCC Clause 41.3.2, if the Purchaser 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 Purchaser 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:

(a) 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;

(b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 41.3.3 (d) (ii);

(c) remove all Supplier's Equipment from the site and repatriate the Supplier's Personnel from the site.

(d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:

(i) deliver to the Purchaser the parts of the System executed by the Supplier up to the date of termination;

(ii) to the extent legally possible, assign to the Purchaser 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 Purchaser, in any subcontracts concluded between the Supplier and its Subcontractors;

(iii) to the extent legally possible, deliver to the Purchaser 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 Purchaser 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 Purchaser to the Supplier, account shall be taken of any sum previously paid by the Purchaser to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

42. Assignment

42.l Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, 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 whatsoever shall arise between the Purchaser 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 Appendix 2 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 Clause 43.2.1.

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 Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

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 Purchaser and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser or the Supplier acts within the following fourteen (14) days,

then either the Purchaser 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 accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation 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 Purchaser shall pay the Supplier any monies due the Supplier.

APPENDIX 1

Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

  a. Defines, for the purposes of this provision, the terms set forth below as follows:

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

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

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

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

   v. "obstructive practice" is:

    (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

    (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b.   Rejects a proposal for award if the Bank 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;

c.   In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d.   Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e.   Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts,

---

[1]   For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, 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]   A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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

records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

APPENDIX 2
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]
Period of disqualification: From: _____ To: _____

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____ _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Table of Clauses

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

Definitions (GCC Clause 1)

GCC 1.1 (a) (ix)	The applicable edition of the Procurement Regulation is dated: Procurement Regulations for Investment Project Financing (IPF) Borrowers: July 2016 and revised in November 2017, August 2018
GCC 1.1 (b) (i)	The Purchaser is: State Department of Roads.
GCC 1.1 (b) (ii)	The Project Manager is: Head of ICT National Construction Authority
GCC 1.1 (e) (i)	The Purchaser's Country is Kenya
GCC 1.1 (e) (x)	**There are no Special Conditions associated with GCC 1.1 (e) (x).**
GCC 1.1 (e) (xiii)	The Post-Warranty Services Period is *24 months* starting with the completion of the Warranty Period.

Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: *Manager ICT* *National Construction Authority* *KCB Towers 9th Floor* *P. O. Box 21046 – 00100* *Nairobi* Fallback address of the Purchaser: *The Principal Secretary* *State Department of Roads*

	10th Floor, Works Building, Ngong Road. P. O. Box 30260 – 00100
	NAIROBI, KENYA.
	Electronic mail address: scms@infrastructure.go.ke

B. SUBJECT MATTER OF CONTRACT

Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Bid:
	• Software license renewals
	• Software Updates
	• Technical Support
	The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for *2 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 Bid. 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.

Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: 14 days from the Effective Date of the Contract.

Supplier's Responsibilities (GCC Clause 9)

GCC 9.1	Health and safety manual is required
GCC 9.8	The following sustainable procurement contractual provisions, apply: *none*
GCC 9.18	The Supplier is not required to make security arrangements for the Project Site/s.

C. PAYMENT

Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: ***not applicable***.

Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Purchaser 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
	ten percent (10%) 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.
	(b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:
	sixty percent (50%) 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.
	(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 Purchaser's approval of invoices:
	(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 (20%) 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 Purchaser's approval of invoices.
GCC 12.3	The Purchaser shall pay to the Supplier interest on the delayed payments at a rate of the prevailing 91 day Treasury Bills issued by the Central Bank of Kenya per annum.
GCC 12.4	The Supplier will invoice the Purchaser 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 Central Bank of Kenya Selling rate.

Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in Currency of the contract for an amount equal to ten (10) percent of the Contract Price, excluding any Recurrent Costs.

GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to 2 percent of the Contract Price, excluding any Recurrent Costs.

D. INTELLECTUAL PROPERTY

Copyright (GCC Clause 15)

GCC 15.3	*There are no Special Conditions of Contract applicable to GCC Clause 15.3*
GCC 15.4	*There are no Special Conditions of Contract applicable to GCC Clause 15.4*
GCC 15.5	*There are no Special Conditions of Contract applicable to GCC Clause 15.5*

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)*
GCC 16.1 (b) (vi)	*There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)*
GCC 16.1 (b) (vii)	*There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)*
GCC 16.2	*There are no Special Conditions of Contract applicable to GCC Clause 16.2*

Confidential Information (GCC Clause 17)

GCC 17.1	**There are no Special Conditions of Contract applicable to GCC Clause 17.1**

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE SYSTEM

Representatives (GCC Clause 18)

GCC 18.1	*There are no Special Conditions of Contract applicable to GCC Clause 18*
GCC 18.2.2	*There are no Special Conditions of Contract applicable to GCC Clause 18.2.2*

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,
GCC 19.6	The Supplier shall submit to the Purchaser: (i) monthly inspection and quality assurance reports (ii) monthly training participants test results (iii) monthly log of service calls and problem resolutions

Design and Engineering (GCC Clause 21)

GCC 21.3.1	*There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.*

Product Upgrades (GCC Clause 23)

GCC 23.4	*There are no Special Conditions of Contract applicable to GCC Clause 23.4.*

Inspections and Tests (GCC Clause 25)

GCC 25	*There are no Special Conditions of Contract applicable to GCC Clause 25.*

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

F. GUARANTEES AND LIABILITIES

Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	*There are no Special Conditions of Contract applicable to GCC Clause 28.2.*
GCC 28.3	*There are no Special Conditions of Contract applicable to GCC Clause 28.3.*

Defect Liability (GCC Clause 29)

GCC 29.1	*There are no Special Conditions of Contract applicable to GCC Clause 29.1.*
GCC 29.4	*There are no Special Conditions of Contract applicable to GCC Clause 29.4.*
GCC 29.10	*There are no Special Conditions of Contract applicable to GCC Clause 29.10*

Functional Guarantees (GCC Clause 30)

GCC 30	*There are no Special Conditions of Contract applicable to GCC Clause 30.*

G. RISK DISTRIBUTION

Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of *Kes. 5,000,000.00* with deductible limits of no more than Kes.

	500,000.00. The insured Parties shall be the purchaser and the supplier. The Insurance shall cover the period from the ***Effective Date of the Contract]*** until ***expiration 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)***

H. CHANGE IN CONTRACT ELEMENTS

Changes to the System (GCC Clause 39)

GCC 39.4	**Value Engineering** The Purchaser will not consider a Value Engineering Proposal.

I. SETTLEMENT OF DISPUTES

Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: ***not applicable.***
GCC 43.2.3	If the Supplier is from outside the Purchaser's Country arbitration proceedings shall be conducted in accordance with the rules of arbitration of 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 the Purchaser's Country, any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country.

SECTION X - CONTRACT FORMS

Notes to the Purchaser on preparing the Contract Forms

Performance Security: Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Pursuant to Clause 13.2, the successful Bidder 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 Purchaser 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 Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the bidding document to potential Bidders.

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 bidding document unaltered.   If the Purchaser wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the bidding document.

Notes to Bidders on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Bidder following receipt of the Letter of Acceptance from the Purchaser: (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 Bidder's Bid Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's bid prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to bid validity beyond the last day of original bid validity plus 56 days, etc.

- • Performance Security: Pursuant to GCC Clause 13.3, the successful Bidder is required to provide the Performance Security in the form contained in this

section of these bidding documents and in the amount specified in accordance with the SCC.

• Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Bidder is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the SCC for GCC Clause 12.1 - in the form contained in this section of these bidding documents or another form acceptable to the Purchaser. If a Bidder wishes to propose a different Advance Payment Security form, it should submit a copy to the Purchaser promptly for review and confirmation of acceptability before the bid submission deadline.

The Purchaser 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 bidding documents for the information of Bidders.

Table of Contents Forms

NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder'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 Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

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

Notification of Intention to Award

Purchaser: *[insert **the name of the Purchaser**]*

Project: *[insert **name of project**]*

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

Country: *[insert **country where RFB is issued**]*

Loan No. /Credit No. / Grant No.: *[insert **reference number for loan/credit/grant**]*

RFB No: *[insert RFB **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 Bid, and/or

    b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]
Contract price:	[*insert contract price of the successful Bidder*]
Total combined score:	[*insert the total combined score of the successful Bidder*]

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Technical Score (If applicable)	Bid price	Evaluated Bid Cost	Combined Score (if applicable)
[*insert name*]	[*insert Technical score*]	[*insert Bid price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Bid price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Bid price*]	[*insert evaluated cost*]	[*insert combined score*]

3. Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveals the reason]*

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

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 Bid. 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 Bidder, 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 Purchaser*]

Email address: [*insert email address*]

Fax number: [*insert fax number or state "not applicable"*]

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 Bidder, 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 Purchaser*]

Email address: [*insert email address*]

Fax number: [*insert fax number or state "not applicable"*]

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.

For more information see the "Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III)." You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

> 1.   You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid 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 Purchaser:

Signature: _____

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

Agency: [*insert **name of Purchaser**]

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

Telephone number: [insert ***telephone number]***

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

RFB No.: *[insert number of RFB process]*
Request for Bid No.: *[insert **identification**]*

To: **[***insert **complete name of Purchaser**]*

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby 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 Bidder (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 Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder 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 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 Bidder]"

Name of the Bidder: *[*insert **complete name of the Bidder**]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert **complete name of person duly authorized to sign the Bid**]

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

Signature of the person named above: _____

Date signed [*insert **ordinal number**] day of [*insert **month**], [insert **year**]

---

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.
** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

LETTER OF ACCEPTANCE

Purchaser: *[insert **the name of the Purchaser**]*

Project: *[insert **name of project**]*

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

Country: *[insert **country where RFB is issued**]*

Loan No. /Credit No. / Grant No.: *[insert **reference number for loan/credit/grant**]*

RFB No: *[insert RFB **reference number from Procurement Plan**]*

Date: *[insert **Date**]*

To: *[insert **Name of Bidder**]*

This is to notify you that your Bid dated *[insert **Date**]* for execution of the *[insert **brief description of the Information System**]* for the Contract Price in the aggregate of *[insert **amount in figures**]* (*[insert **amount in words**]*), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: *[insert **Name and Title**]*

Name of Agency: *[insert **Purchaser Name**]*

Attachment: Contract Agreement

1. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the *[insert: **ordinal number**]* day of *[insert: **month**], [insert: **year].***

BETWEEN

(1)   *[insert: **Name of Purchaser**]*, a *[insert: **description of type of legal entity**, for example, an agency of the Ministry of . . .]* of the Government of *[insert: **country of Purchaser**],* or corporation incorporated under the laws of *[insert: **country of Purchaser**]* and having its principal place of business at *[insert: **address of Purchaser**]* (hereinafter called "the Purchaser"), and

(2)   *[insert: **name of Supplier]**,* a corporation incorporated under the laws of *[insert: **country of Supplier]*** and having its principal place of business at *[insert: **address of Supplier**]* (hereinafter called "the Supplier").

WHEREAS the Purchaser 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 HEREBY AGREED as follows:

Article 1.	1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))
Contract Documents	The following documents shall constitute the Contract between the Purchaser 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 bid and original Price Schedules

(f)   Code of Conduct for Supplier's Personnel

(g) *[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 1.1 above.

1.3   Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed 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 Purchaser hereby 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 Purchaser and the Supplier;

(b)   The Supplier has submitted to the Purchaser the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3;

(c)   The Purchaser 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.   4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Appendixes

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 Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of *[insert: **title or other appropriate designation**]*

in the presence of

For and on behalf of the Supplier

Signed:

       in the capacity of *[insert: **title or other appropriate designation**]*

in the presence of

CONTRACT AGREEMENT

       dated the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*

BETWEEN

       *[insert: **name of Purchaser**],* "the Purchaser"

and

       *[insert: **name of Supplier**],* "the Supplier"

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.**]*

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (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 Purchaser and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

The Purchaser 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 Purchaser of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Purchaser 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 Purchaser and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

*[specify: **item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the Purchaser approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]***

Item	Approved Subcontractors	Place of Registration

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 and to one of the two categories: (i) Proprietary or (ii) Open Source.

	(select one per title)			(select one per title)		(select one per title)	
Title	System	General-Purpose	Application	Standard	Custom	Proprietary	Open Source
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							
[insert Title]							

Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*
*[insert **Title and description**]*

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 Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's bid price, pursuant to the ITB Clauses 30.3 and 38.2.

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).

2. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

2.1   Performance Security Form (Bank Guarantee)

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

Beneficiary: *[insert: **Name and Address of Purchaser**]*

Date: *[insert: **date**]*

PERFORMANCE GUARANTEE No.: *[insert: **Performance Guarantee Number**]*

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

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 hereby 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 show grounds or reasons for their demand or the sum specified therein.

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)**[1] **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*

---

[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 Purchaser.*

guarantee)] from the date of the Operational Acceptance Certificate for the System,[1] 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] *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.*

2.2   Advance Payment Security
Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert: **Name and Address of Purchaser**]*

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 letterhead]*

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 the name of the joint venture**]* (hereinafter 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, hereby 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

---

[1]   *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

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]*, *[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.]*

3. INSTALLATION AND ACCEPTANCE CERTIFICATES

3. Installation and Acceptance Certificates

3.1   Installation Certificate

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFB**]*

RFB: *[insert: **title and number of RFB**]*

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 Purchaser**]* (hereinafter the "Purchaser") 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 letter 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 Purchaser

Signed:

Date:

in the capacity of: *[state: **"Project Manager"** or specify a higher level authority in the Purchaser's organization]*

3.2   Operational Acceptance Certificate

<div align="center">

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFB**]*

RFB: *[insert: **title and number of RFB**]*

Contract: *[insert: **name of System or Subsystem and number of Contract**]*

</div>

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 Purchaser**]* (hereinafter the "Purchaser") 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 Purchaser hereby 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 letter 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 Purchaser

Signed:_____

Date: *[insert: **date**]*

in the capacity of: *[state: **"Project Manager"** or specify a higher level authority in the Purchaser's organization]*

4. CHANGE ORDER PROCEDURES AND FORMS

Date: *[insert:* **date** *]*

Loan/Credit Number: *[insert:* **loan or credit number from RFB** *]*

RFB: *[insert:* **title and number of RFB** *]*

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 Purchaser.

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

4.1   Request for Change Proposal Form
4.2   Change Estimate Proposal Form
4.3   Estimate Acceptance Form
4.4   Change Proposal Form
4.5   Change Order Form
4.6   Application for Change Proposal Form

4.1   Request for Change Proposal Form

(Purchaser's Letterhead)

<div align="center">

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFB**]*

RFB: *[insert: **title and number of RFB**]*

Contract: *[insert: **name of System or Subsystem or number of Contract**]*

</div>

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 letter.

1.   Title of Change: *[insert: **title**]*

2.   Request for Change No./Rev.: *[insert: **number**]*

3.   Originator of Change: *[select **Purchaser / 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 its 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 Purchaser

Signed:

Date:

in the capacity of: *[state: **"Project Manager"** or specify a higher level authority in the Purchaser's organization]*

4.2   Change Estimate Proposal Form

(Supplier's Letterhead)

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFB**]*

RFB: *[insert: **title and number of RFB**]*

Contract: *[insert: **name of System or Subsystem and number of Contract**]*

To: *[insert: **name of Purchaser 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 specify a other higher level authority in the Supplier's organization]*

4.3   Estimate Acceptance Form

(Purchaser's Letterhead)

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFB**]*

RFB: *[insert: **title and number of RFB**]*

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: *[insert: **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 Purchaser

Signed:

Date:

in the capacity of: *[state: **"Project Manager"** or specify a higher level authority in the Purchaser's organization]*

4.4   Change Proposal Form

(Supplier's Letterhead)

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFB**]*

RFB: *[insert: **title and number of RFB**]*

Contract: *[insert: **name of System or Subsystem and number of Contract**]*

To: *[insert: **name of Purchaser and address**]*

Attention: *[insert: **name and title**]*

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert: **number**],* we hereby submit our proposal as follows:

1.   Title of Change: *[insert: **name**]*

2.   Change Proposal No./Rev.: *[insert: **proposal number/revision**]*

3.   Originator of Change: *[select: **Purchaser / 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 Purchaser

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 specify a other higher level authority in the Supplier's organization]*

4.5   Change Order Form

(Purchaser's Letterhead)

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFB**]*

RFB: *[insert: **title and number of RFB**]*

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.   Originator of Change: *[select: **Purchaser / 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 Purchaser

Signed: _____

Date*: [insert **date**]*

in the capacity of: *[state: **"Project Manager"** or higher level authority in the Purchaser's organization]*

For and on behalf of the Supplier

Signed:_____

Date: *[insert **date**]*

in the capacity of: *[state **"Supplier's Representative"** or specify a higher level authority in the Supplier's organization]*

4.6   Application for Change Proposal Form

(Supplier's Letterhead)

Date: *[insert: **date**]*

Loan/Credit Number: *[insert: **loan or credit number from RFB**]*

RFB: *[insert: **title and number of RFB**]*

Contract: *[insert: **name of System or Subsystem and number of Contrac**t]*

To: *[insert: **name of Purchaser 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 specify a higher level authority in the Supplier's organization]*