NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY

OPEN NATIONAL TENDER.
DEVELOPMENT AND IMPLEMENTATION OF INTEGRATED ENVIRONMENTAL INFORMATION MANAGEMENT SYSTEM & ENTERPRISE RESOURCE PLANNING SYSTEM (ERP).

TENDER REF NO:NEMA/T/011/2023-2024.

ISSUE DATE:24th OCTOBER 2023

CLOSING DATE:24th NOVEMBER 2023

TIME:10.00 AM

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PART 1 - Tendering Procedures

INVITATION TO TENDER (ITT)

PROCURING ENTITY: NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY

CONTRACT NAME AND DESCRIPTION: TENDER FOR DEVELOPMENT AND IMPLEMENTATION OF INTEGRATED ENVIRONMENTAL INFORMATION MANAGEMENT SYSTEM & ENTERPRISE RESOURCE PLANNING SYSTEM (ERP).

1. The National Environment Management Authority (NEMA), is established under the Environmental Management and Co-ordination Act No. 8 of 1999 (EMCA) as the principal instrument of Government for the implementation of all policies relating to environment.

   NEMA therefore invites sealed tenders for Development and Implementation of Integrated Environmental Information Management System & Enterprise Resource Planning System (ERP).

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

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0900-1600 hrs at NEMA Headquarters, Elland House, Popo Road, South C, off Mombasa Road.

4. A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non- refundable fees of (1,000/=) Kenyan Shillings in cash or Banker's Cheque and payable to NEMA Revenue Account, KCB – KICC Branch, Account Number 1102298158, and submit the deposit slip, at the cash office on Ground Floor NEMA Headquarters.

   Tender documents may be obtained electronically from the **Website www.nema.go.ke and public procurement information portal (www.tenders.go.ke).** Tender documents obtained electronically will be free of charge. Tenderers downloading documents from these websites shall notify the Procuring Entity through email address **procurement@nema.go.ke** that they have downloaded the tender documents, giving full contact addresses of the tenderer (email, telephone number and postal address) to facilitate any further clarification or addendum.

5. All Tenders must be accompanied by a "tender Security" of K.sh 1,000,000/= valid for 149 days from the date of tender opening obtained from reputable banks in the form of a Banker's guarantee or Insurance Company Guarantee issued by an Insurance Firm approved by Public Procurement Regulatory Authority(PPRA).

6. Completed tenders must be delivered to the address below:

   THE DIRECTOR GENERAL
   NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY,
   ELAND HOUSE, POPO ROAD, OFF MOMBASA ROAD
   P.O. BOX 67839 – 00200 NAIROBI

   on or before 24th November 2023 at 10.00AM.

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

NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY,
ELAND HOUSE, POPO ROAD, OFF MOMBASA ROAD
P.O. BOX 67839 – 00200 NAIROBI.

8. Late tenders will be rejected.

9. The addresses referred to above are:

   A. **Address for obtaining further information and for purchasing tender documents.**

      i. Name of Procuring Entity: National Environment Management Authority

      ii. Physical address: ELLAND House South C, POPO Road Off Msa Road

      iii. Postal Address: P.O. Box 67839-00200 Nairobi, Kenya

      iv. Attention: Head of Supply Chain Management

      v. Email:procurement@nema.go.ke.

   B. **Address for Submission of Tenders.**

      i. Name of Procuring Entity: National Environment Management Authority-Kenya

      ii. Postal Address: P.O. Box 67839-00200 Nairobi, Kenya

      iii. Physical address: Tender Box located on the ground floor of Elland House Popo Road Off Msa Road on or before 24th November 2023 at 10:00AM.

      iv. Bulky tenders shall be registered at the Authority's Procurement Office on Ground Floor Office No.G.16 and ensure the provided tender submission register is signed.

   C. **Address for Opening of Tenders.**

      1) Name of Procuring Entity: National Environment Management Authority

      2) Physical address for the location: Ground Floor of Elland House South C, POPO Road Off Msa Road.

    MAMO B. MAMO EBS

    DIRECTOR GENERAL

    NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY.

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

Section I - Instructions to Tenderers

A. GENERAL

1. Scope of Tender

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

2. Definitions

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

2.3 Throughout this tendering document:
   a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
   b) If the context so requires, "singular" means "plural" and vice versa; and
   c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
   d) "Information System" shall carry the same meaning as "Information Technology".

3. Fraud and Corruption

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

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

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

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

4 Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject

to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of Intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the ontract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

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

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

 a. Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

 b. Receives or has received any direct or indirect subsidy from another Tenderer; or

 c. Has the same legal representative as another Tenderer; or

 d. Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

 e. Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Tender; or

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

 g. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

 h. Has a close business or family relationship with a professional staff of the Procuring Entity who: -

   i. Are directly or in directly involved in the preparation of the tendering document or specifications of the Contract, and/ or the Tender evaluation process of such Contract. or

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

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

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case maybe. 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.

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

4.7   Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.

4.8   Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

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

4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III- EVALUATION AND QUALIFICATION CRITERIA, Item 9".

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

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

4.13 Tenderers shall be considered ineligible for procurement if they offer goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment.

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

5   Eligible Goods and Services

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

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

   i.   the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated,

and made operational; and

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

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

5.4   Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement under this Act.

B. CONTENTS OF TENDERING DOCUMENT

6   Sections of Tendering Document

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

PART 2 - Procuring Entity's Requirements
Section V - Requirements of the Information Systems
Section VI - Technical Requirements
Section VII - Implementation Schedule
Section VIII - System Inventory Tables
Section IX - Background and Informational Materials

PART 3 - Contract
Section X - General Conditions of Contract
Section XII - Special Conditions of Contract
Section XIII - Contract Forms

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

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

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

7   Site Visit

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

8   Pre-Tender Meeting and a pre- arranged pretender visit of the site of the works

8.1   The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2   The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3   Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in

accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works at the web page identified **in the TDS**.Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification resulting changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10 Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. PREPARATION OF TENDERS

11 Cost of Tendering

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

12 Language of Tender

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

13 Documents Comprising the Tender

13.1 The Tender submitted by the Tenderer shall comprise the following:
   a. **Form of Tender** prepared in accordance with ITT 14;
   b. **Price Schedules** completed in accordance with ITT 14 and ITT 16;
   c. **Tender Security or Tender-Securing Declaration** in accordance with ITT 22;

d. **Alternative Tender:** if permissible, in accordance with ITT 15;

e. **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 23.3;

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

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

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

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

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

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

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

        b. Standard and Custom Software;

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

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

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

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

13.1 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender. The Tenderer shall serialize page so fall tender documents submitted.

14 Form of Tender and Price Schedules

14.1 The Tenderer shall complete the Form of Tender, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

15 Alternative Tenders

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

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

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

Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

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

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

16   Documents Establishing the Eligibility and Qualifications of the Tenderer

17..1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.

16.1 In the event that pre-qualification of potential Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

16.2 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

16.3 The purpose of the information described in ITT 15.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

16.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control, any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

16.5 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

16.6 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

16.7 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
   a. If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
   b. If the contract has been awarded to that tenderer, the contract award will be set aside,
   c. the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

16.8 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

17   Documents Establishing Conformity of the Information System

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

17.2 The documentary evidence of conformity of the Information System to the tendering documents including:
   a) Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;
   b) Written confirmation that the Tenderer accepts responsibility for the successful integration and inter- operability of all components of the Information System as required by the tendering documents;
   c) An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross- references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;
   d) Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
   e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.

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

17.4 For major items of the Information System as listed by the Procuring Entity in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer

shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

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

18   Tender Prices

18.1 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 Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.

18.2 **Unless otherwise specified in the TDS**, the Tenderer must also tender 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 table sin the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:
   a) **If specified in the TDS,** the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;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 Tenderer's own allowance for price increases;
   b) 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.

18.3 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. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables

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

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

   a) Goods supplied from outside Kenya:
       Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Kenya. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e) (iii). In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;
   b) Locally supplied Goods: Unit prices of Goods offered from within Kenya, shall be quoted on an EXW (ex- factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is

> awarded; and

c) Inland transportation.

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

18.7 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 Kenyan /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.

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

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

19 Currencies of Tender and Payment

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

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

20 Period of Validity of Tenders

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

20.2 exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20.1, it shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

21 Tender Security

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

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

21.3 If a Tender Security is specified pursuant to ITT 20.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:

a. cash;

b.   a bank guarantee;

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

d.   a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

e.   any other form specified in the **TDS.**

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

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

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

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

a)   The procurement proceedings are terminated;

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

c)   A bidder declines to extend the tender validity.

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

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

a)   if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or

b)   if the successful Tenderer fails to:

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

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

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

21.9   The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the tender. If the JV has not been legally constituted in to a legally enforceable JV at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.

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

22   Format and Signing of Tender

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

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

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

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

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

D. <u>SUBMISSION AND OPENING OF TENDERS</u>

23 Submission, Sealing and Marking of Tenders

23.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one (1) envelope process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
   a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
   b) In an envelope marked "COPIES", all required copies of the Tender; and,
   c) If alternative Tenders are permitted in accordance with ITT 13, and if relevant:
   i) In an envelope marked "ORIGINAL–ALTERNATIVETENDER", the alternative Tender; and
   ii) in the envelope marked "COPIES – ALTERNATIVE TENDER" all required copies of the alternative Tender.

23.2 The inner envelopes shall:
   a) Bear the name and address of the Tenderer;
   b) Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;
   c) Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and
   d) Bear a warning not to open before the time and date for Tender opening.The outer envelopes shall:
   e) Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;
   f) Bear the specific identification of this Tendering process specified in accordance with ITT 1.1; and bear a warning not to open before the time and date for Tender opening.

23.3 I fall envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

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

24.2 The Procuring Entity may, at its discretion, extend this deadline for submission of Tenders by amending the tendering documents in accordance with ITT 8, in which case all rights and

obligations of the Procuring Entity and Tenderers will thereafter be subject to the deadline as extended.

25   Late Tenders

25.1   The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26   Withdrawal, Substitution, and Modification of Tenders

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

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

b)   received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT23.

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

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

27   Tender Opening

27.1   Except as in the cases specified in ITT 24 and ITT 25.2, the Procuring Entity shall conduct the Tender opening in public, in the presence of Tenderers' designated representatives who chooses to attend, and at the address, date and time specified **in the TDS**. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

27.2   First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

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

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

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

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

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

27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
   a)   The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
   b)   The Tender Price, per lot if applicable, including any discounts;
   c)   Any alternative Tenders; and
   d)   The presence or absence of a Tender Security or a Tender-Securing Declaration.

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

E.   Evaluation and Comparison of Tenders

28   Confidentiality

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

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

28.3 Not with standing ITT 27.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29   Clarification of Tenders

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

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

30   Deviations, Reservations, and Omissions

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

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

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

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

31 Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

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

   a)   If accepted, would:

      i)   Affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or

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

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

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

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

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

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

32 Non-material Non-conformities

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

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

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

33 Correction of Arithmetical Errors

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

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

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

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

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

34 Conversion to Single Currency

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

35 Margin of Preference and Reservations

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

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

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

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

36 Evaluation of Tenders

36.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender.

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

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

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

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

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

38 Preliminary Examination

38.1 The Procuring Entity will examine the tenders, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sure ties have been furnished and are substantially complete (e.g., not missing key parts of the tender 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 tendering documents have been issued, the Procuring Entity will ensure that each tender is from a pre-qualified Tenderer and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification.

39 Technical Evaluation

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

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

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

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

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

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

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

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

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

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

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

40 Financial/ Economic Evaluation

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

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

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

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

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

If price adjustment is allowed in accordance with ITT 17.9, the estimated effect of the price

adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

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

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

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

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

41 Comparison of Tenders

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

42 Abnormally Low Tenders and Abnormally High Tenders

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

42.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

42.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

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

42.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

a. If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

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

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

before retendering.

43   Unbalanced or Front-Loaded Tenders

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

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

   a)   Accept the Tender; or

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

   c)   Reject the Tender.

44   Eligibility and Qualification of the Tenderer

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

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

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

44.4   An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

44.6   Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in *"SECTIONIII- EVALUATION AND QUALIFICATION CRITERIA.*

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

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

F.   AWARD OF CONTRACT

46   Award Criteria

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

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

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

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

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

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

48.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/ Notification of award to all tenderers which shall contain, at a minimum, the following information:
a) The name and address of the Tenderer submitting the successful tender;
b) The Contract price of the successful tender;
c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
d) the expiry date of the Standstill Period; and
e) instructions on how to request a debriefing and/ or submit a complaint during the standstill period;

49   Standstill Period

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

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

50   Debriefing by the Procuring Entity

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

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

51   Letter of Award

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

52   Signing of Contract

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

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

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

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

53   Performance Security

53.1   Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the performance security in accordance with the General Conditions, subject to ITT38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a Performance Security shall have a correspondent financial institution located in Kenya.

53.2   Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

49   Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
a)   Name and address of the Procuring Entity;
b)   Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
c)   The name of the successful Tenderer, the final total contract price, the contract duration.
d)   Dates of signature, commencement and completion of contract;
e)   Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

50.   Adjudicator

50.1   Unless **the TDS** states otherwise, the Procuring Entity proposes that the person named **in the**

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

51.   Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

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

Reference to ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The reference number of the Request for Tenders is: ***NEMA/T/011/2023-2024*** The Procuring Entity is: ***NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY*** The name of the ITT is: ***DEVELOPMENT AND IMPLEMENTATION OF INTEGRATED ENVIRONMENTAL INFORMATION MANAGEMENT SYSTEM & ENTERPRISE RESOURCE PLANNING SYSTEM (ERP).*** The number and identification of lots (contracts) comprising the tender *is: **NO LOTS. The Tender is ONE CONTRACT.***
ITT 2.3 (a)	**Electronic – Procurement System shall not be applicable**
ITT 3.3	The firms (if any) that provided consulting services for the contract being tendered for are:**AH Consulting Limited P.O BOX 8699 Kampala Uganda.**
ITT 4.1	Maximum number of members in the JV shall be: ***[Three]***
ITT 4.9	The Procuring Entity may require tenderers to be registered with N/A.
B. Tendering Document	
ITT 8.1	For **Clarification of Tender purposes** only, the Procuring Entity's address is: Attention: ***[Evangeline Ratanya]*** Address: ***[Elland House Popo Road Off Mombasa Road]*** Floor/ Room number*: [**Second Floor Rm F.15**]* City:*] [**Nairobi**]* ZIP Code: [***00200***] Country: [***Kenya***]

Reference to ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Telephone: *[+254] 0724 253398* Electronic mail address: **procurement@nema.go.ke**
ITT 8.2	Requests for clarification should be received by the Procuring Entity no later than:9th November 2023 1600 HRS.
ITT 8.4	A Pre-Tender meeting *shall* take place at the following date, time and place: Date: 10th November 2023. Time:10.00AM Place: NEMA MAIN BOARDROOM Bidders shall be given an opportunity to inspect and get more information on the existing ICT infrastucture.
ITT 9.1	The Procuring Entity shall publish its response at the website: www.nema.go.ke and www.tenders.go.ke
	C.Preparation of Tenders **Bidders should utilize the relevant formats provided in this standard tender document to submit the required tender information unless that format is not provided.**
ITT 13.1 (k)	The Tenderer shall submit with its Tender the following additional documents:N/A
ITT 15.1	Alternative Tenders are not permitted.
ITT 15.2	Alternatives to the Time Schedule are NOT permitted.
ITT 15.4	Alternative technical solutions shall not be permitted.
ITT 17.2	Prequalification *"has not"* been undertaken.
ITT 18.2 (a)	In addition to the topics described in ITT Clause 18.2 (a), the Preliminary Project Plan must address the following topics: a) Detailed contract implementation schedule in Gantt chart showing the estimated duration, detailed module development schedule, sequence and interrelationship of all key activities needed to complete the contract b) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format) c) Detailed and clear technical approach and methodology to achieve the TORs and deliverables of all the modules.Clearly demonstrate how all functionalities and integration requirements listed in each module shall be achieved. d) Implementation, Monitoring and Evaluation Management Sub-Plan e) Skills & knowledge transfer Sub-plan f) Training and documentation Sub-Plan g) Testing, Piloting and Quality Assurance Sub-Plan h) Data migration Strategy Sub-Plan i) Risk Management Sub-Plan j) Deployment, Configuration and Change Management Sub-Plan k) Warranty Defect Repair and Technical Support Service Sub- Plan

Reference to ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	l) Business Continuity, Backup and Development Instance Sub-Plan
ITT 18.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: _____NONE_____ _____
ITT 19.2	The Tenderer *"must not"* tender Recurrent Cost Items
ITT 19.2 (a)	The Tenderer *"must not"* tender for contracts of Recurrent Cost Items not included in the main Contract.
ITT 19.5	The Incoterms edition is: *[N/A].*
ITT 19.5 (a)	Named place of destination is: *NEMA HEADQUARTERS, ELLAND HOUSE POPO ROAD OFF MSA ROAD.*
ITT 19.6	Named place of final destination (or Project site) is: *NEMA HEADQUARTERS, ELLAND HOUSE POPO ROAD OFF MSA ROAD.*
ITT 19.8	ITT 19.8 is modified as follows: _*'There is no modification to ITT 19.8'*]
ITT 19.9	The prices quoted by the Tenderer *["shall not"]* be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tenderer *"is"* required to quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 21.1	The Tender validity period shall be *[119]* days.
ITT 22.1	A *Tender Security ["shall be"]* required. Tender Security shall be required, amounting to Kenyan Shillings **K.sh 1,000,000/= valid for 149 Days.**
ITT 22.3 (v)	Other types of acceptable securities are:N/A
ITT 23.1	In addition to the original of the Tender, the number of copies is: *ONE*
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: **A duly signed Power of Attorney for the person to sign the tender.**

D. Submission and Opening of Tenders	
ITT 25.1	For **Tender submission purposes** only, the Procuring Entity's address is: **THE DIRECTOR GENERAL NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY, ELAND HOUSE, POPO ROAD, OFF MOMBASA ROAD P.O. BOX 67839 – 00200 NAIROBI** **The deadline for Tender submission is:** Date: 24th November 2023 Time: 10.00AM.
ITT 25.1	Tenderers *"shall not"* have the option of submitting their Tenders electronically.
ITT 28.1	The Tender opening shall take place at: National Environment Management Authority Headquarters. Street Address: Popo Road Floor/Room number: *Ground Floor of Elland House* City: *Nairobi* Country:*Kenya*

	Date: 24th November 2023 Time: 10.00AM
ITT 28.1	The Electronic Tender opening procedures shall be: N/A
ITT 28.6	The Form of Tender and Price Schedules shall be initialed by at least Three representatives of the Procuring Entity conducting Tender opening.
	E. Evaluation, and Comparison of Tenders
ITT 33.3	The adjustment shall be based on:N/A
ITT 35.1	The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is:N/A The source of exchange rate shall be: *N/A* The date for the exchange rate shall be: N/A
ITT 36.2	Margin of Preference **shall not apply.**
ITT 36.4	The invitation to tender is extended to the following group that qualify for Reservations. N/A
ITT 40.1 (b)	Tenderers shall **not be allowed** to quote separate prices for different Subsystems, lots, or slices of the overall Information System.

ITT 44.3	Tests that shall be performed is as follows:
	    i. *Demonstration Test.*
	These shall be carried out by the Evaluation Committee for the lowest evaluated bidder before recommendation for award is made.
	 Demonstration for the system shall cover the following:
	 End to End EIA; Summary Project Report Application(SPR) involving the following steps;
	    i. Licencing portal user registration
	    ii. SPR Application Submission;Integration with GIS
	   iii. Payment of EIA fees(invoicing and receipting)
	   iv. Integration with active directory for staff users
	    v. Application Review
	   vi. Record of decision
	  vii. Licencing
	 viii. Integration of payment with ERP(Invoicing,receipting,chart of account,cash book)
	Success criteria.
	For a successful demonstration, the above stated steps must be accomplished as per the set work flows provided in the module requirements/specifications. If the lowest evaluated bidder is not successful, the next evaluated bidder shall be invited for demonstration.

ITT 46.1	The award will be made on the basis of **Lowest Evaluated Bidder upon successful demonstration as stated in ITT 44.3.**
ITT 47.1	The maximum percentage by which quantities may be increased is: *N/A* The maximum percentage by which quantities may be decreased is: *N/A* which the Procuring Entity may increase of decrease the quantities are the following.**N/A**
ITT 50.1	The proposed Adjudicator is: *N/A*
ITT 51.1	**The procedures for making a Procurement-related Complaint are detailed in the** "Notice of Intention to Award the Contract" herein and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke.

	If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: Title/position: DIRECTOR GENERAL Procuring Entity: PUBLIC PROCUREMENT REGULATORY AUTHORITY Email address: info@ppra.go.ke; complaints@ppra.go.ke In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

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

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

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

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

1.3 Multiple Contracts; multiple contracts will be permitted in accordance with ITT35.6. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

2 Evaluation and contract award Criteria

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

3 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

Mandatory Evaluation Criteria.

No.	Criteria
1	Tender Document is submitted in the format prescribed (Original and Copy)
2	The Document is sequentially paginated and tape bound.
3	There is power of Attorney duly dated, stamped and signed by commissioner for Oaths.For Joint Joint Ventures, the nominated representative must be bearer of power of Attorney to sign all documents related to this tender.
4	Tender is signed by the person authorized by power of Attorney
5	Duly filled and signed form of tender in the format prescribed
6	Bid bond of k.sh 1,000,000/= valid for 149 days from the date of tender opening
7	Certificate of incorporation for the company is provided
8	Copy of valid tax compliance is attached
9	Copy of CR12 certificate valid within 6 months of tender submission date
10	Tender is Valid for 119 days
11	Duly filled and signed form S.D 1
12	Duly filled and signed from S.D 2
13	Duly filled and Signed declaration and commitment to the code of ethics
14	Duly filled confidential business questionnaire provided
15	Audited Accounts for the years; 2020, 2021 and 2022.Must have auditor's opinion signed by registered Auditor with a valid copy of practising licence from ICPAK.
16	Provide Current Accreditation Certificate with ICT Authority to provide ICT Solutions (Systems and Applications Accreditation Type).
17	Duly filled and signed certificate of independent tender determination
18	Valid Manufacturer's/ Developer/Solution copyright holder Authorization certificate for the ERP System
19	For Joint Ventures, all statutory documents for each firm MUST be submitted with the tender document.
20	Provide company profile detailing the core business, organizational structure, major clients, experience, awards and recognitions.

TECHNICAL EVALUATION (NON RATED CRITERIA SHALL BE APPLIED).

Bidders must meet the following technical criteria on YES/NO basis without any material deviation, reservation or omission.

i) **Specific Experience of the Tenderer, as a firm, relevant to the provision of IT systems:**

> ➤ The Tenderer MUST have offered atleast three similar contracts in system development and integration in the past five years. (Attach Signed Contracts).

> ➤ Provide atleast Two Recommendation letters or completion certificate for successful implementation of the above mentioned Contracts.

ii) **Adequacy, completeness and quality of the proposed methodology and work plan in responding to the Procuring Entity's Requirements :**

The Vendor must indicate the project Implementation Methodology that will be used for implementation of the system. The Project implementation methodology should address the following:

a) Detailed contract implementation schedule in Gantt chart showing the estimated duration, detailed module development schedule, sequence and interrelationship of all key activities needed to complete the contract.

b) Project Organization and Management Sub-Plan, including management authorities,

responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format)

c) Detailed and clear technical approach and methodology to achieve the TORs and deliverables of all the modules.Clearly demonstrate how all functionalities and integration requirements listed in each module shall be achieved.

d) Implementation, Monitoring and Evaluation Management Sub-Plan

e) Skills & knowledge transfer Sub-plan

f) Training and documentation Sub-Plan

g) Testing, Piloting and Quality Assurance Sub-Plan

h) Data migration Strategy Sub-Plan

i) Risk Management Sub-Plan

j) Deployment, Configuration and Change Management Sub-Plan

k) Warranty Defect Repair and Technical Support Service Sub- Plan

l) Business Continuity, Backup and Development Instance Sub-Plan.

iii) **Description of Organization and Staffing for the contract in reference to the project key staff requirements as provided in the procuring Entity's schedule of requirements.**

[Notes to Bidders: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]

iv) **Conformity to Technical Specifications of the system.**

a) Functional, Architectural and Performance Requirements for each module specified in the terms of reference.

Clearly indicate the page in the tender document where conformity information on the requirement of each module is provided.

b) System Inventory.Assessment of adequacy and completeness of relevant system inventory tables.

NB: System Inventory Tables template are provided in the tender document.

v) **Financial Capacity of the Firm to Implement the Contract.**

i. *Should have at least a Current ratio of 1.2:1 in the last three years.*

ii. *Should have a quick ratio of at least 1:1 in the last three years.*

Tenderers who qualify at the technical evaluation will proceed to financial evaluation stage

FINANCIAL EVALUATION

The Tenderer MUST carefully fill the price schedule forms and form of tender in the formats provided in the tender document.

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

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

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

NB: The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by

any person or entity. (Section 82 of Public Procurement and Disposal Act 2015).

Award:

The tender shall be awarded to the lowest evaluated bidder subject to successful demonstration and post qualification outcome detailed in the provided post qualification form.

Due Diligence.

NEMA shall conduct due diligence on any tenderer before contract award to ascertain any of the information provided in the tender document.

QUALIFICATION FORM

Item No.	Qualification Subject	Qualification Requirement to be met	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	2.1.1 Nationality	Nationality in accordance with ITT 4.5.	Form ELI –2.1.1 and 2.1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	2.1.2 Conflict of Interest	No- conflicts of interests as described in ITT 4.3.	Form of Tender	
4	2.1.3 Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6.	Form of Tender	
5	2.1.4 State owned Entity of the Procuring Entity country	Compliance with conditions of ITT 4.7	Form ELI –2.1.1 and 2.1.2, with attachments	
6	2.1.5 United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8	Form of Tender	
7	History of non-performing contracts	Non-performance of a contract[1] did not occur as a result of Tenderer's default since 1st January *[insert year]*.	Form CON - 2	
8	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and ITT 20.10	Form of Tender	
9	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer.	Form CON – 2	
10	2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last ____ [3] years to demonstrate the current soundness of the	Form FIN – 2.3.1 with attachments	

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

Item No.	Qualification Subject	Qualification Requirement to be met	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		Tenderers financial position and its prospective long-term profitability.		
11	2.3.2 Average Annual Turnover	Minimum average annual turnover of __50,000,000/=Kenya Shillings equivalent in the last 3 Years	Form FIN –2.3.2	
12	2.3.3 Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: Minimum of _50,000,000/=___ Kenya Shillings equivalent.	Form FIN –2.3.3	
13	2.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last_____ [__3__] years prior to the applications submission deadline.	Form EXP-2.4.1	
	2.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV[2] member, sub-contractor, in at least ____3_____ (___) contracts within the last __5_____ ( ) years, each with a value of at least _____N/A_____ (___), that have been successfully and substantially completed and that are similar to the proposed Information System. *[Specify minimum key requirements in terms of physical size, complexity, methods, technology and/or other characteristics from those described in Section VII, Procuring Entity's Requirements*	Form EXP 2.4.2	

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

10.   Personnel

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

No.	Position	Information System Experience *[Specify specific experience requirement for the key positions]*
1		
2		
3		
…		

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

11.   Subcontractors/vendors/manufacturers

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

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
…		

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

SECTION IV - TENDERING FORMS

1.   FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

i) All italicized text is to help the Tenderer in preparing this form.

ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:.............*[insert date (as day, month and year) of Tender submission]* **Tender Name and Identification**:....................*[insert identification]* **Alternative No.**:...*[insert identification No if this is a Tender for an alternative]*

To: .... *[Insert complete name of Procuring Entity]*

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

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

c)   **Tender-Securing Declaration:** We have not been debarred by the Authority based on execution of a Tender- Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 4.8;

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

e)   **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Kenya Shillings:...

Amount in Words

....

....

(f)   **Discounts:** The discounts offered and the methodology for their application are:

  i)   The discounts offered are: [*Specify in detail each discount offered.*]

  ii)   The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g)   **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS ITT 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Laws of Kenya or official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.7*];

l) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

p) <u>**Collusive practices**</u>**:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.

q) <u>**Code of Ethical Conduct:**</u> We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from ***www.pppra.go.ke*** during the procurement process and the execution of any resulting contract.

r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

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

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

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

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

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

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

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

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

(1) **TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Instruction to Tenderer

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

a) **Tenderer's details**

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

General and Specific Details

b) **Sole Proprietor,** provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

c) **Partnership,** provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company,** provide the following details.

(i) Private or public Company _____

(ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings
(Equivalent)...

Issued Kenya Shillings
(Equivalent)...

(iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

f) Certification

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

Full Name_____

Title orDesignation_____

_____   _____

(Signature)   *(Date)*

1) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

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

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

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

   a) Has been requested to submit a Tender in response to this request for tenders;

   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

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

   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

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

   a) prices;

   b) methods, factors or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a tender; or

   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

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

viii). The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name_____

Title_____

Date_____

_____[

Name, title and signature of authorized agent of Tenderer and

Date]

(3)   SELF-DECLARATION FORMS

FORM SD1

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

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

1.   THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ………...………………………………. *(insert name of the Company)* who is a Bidder in respect of **Tender No…………………** for……………………. *(insert tender title/description)* for……………………. *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2.   THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

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

Bidder Official Stamp

FORM SD2

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

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

1.   THAT I am the Chief Executive /Managing Director/ Principal Officer/ Director
       of……….................
       ....…………………………… *(insert name of the Company)* who is a Bidder in respect of
       **Tender No.
       ....** for ……………………. *(insert tender title/description)* for ……………… *(insert
       name of the Procuring entity)* and duly authorized and competent to make this statement.

2.   THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any
       corrupt or fraudulent practice and has not been requested to pay any inducement to any
       member of the Board, Management, Staff and /or employees and /or agents
       of……………………. *(insert name of the Procuring entity)* which is the procuring entity.

3.   THAT the aforesaid Bidder, its servants and /or agents /subcontractors have not offered any
       inducement to any member of the Board, Management, Staff and/ or employees and/ or agents
       of……………………. *(name of the procuring entity).*

4.   THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with
       other bidders participating in the subject tender

5.   THAT what is deponed to here in above is true to the best of my knowledge information and
       belief.

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

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory…...................…………………………………………….

Sign…………..…………………………………………..

Position……………………...…………...…..……
………….

Office address…………………………………………….......................………

Telephone……………………………… E-

mail………
……….

Name of the
Firm/Company………………………………………………………………………………………..…

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

(Company Seal/ Rubber Stamp where applicable)

Witness

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

Sign……………………………………………………….........……………………………………………………………
…………

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

4) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act, 2015 (the Act) and the Public Procurement and Asset Regulations, 2020 (the Regulations) and any other relevant Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

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

2.2 Section 66 of the Act describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:

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

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

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

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

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

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

   v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
      a) Shall not take part in the procurement proceedings;
      b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
      c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

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

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

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

a) Defines broadly, for the purposes of the above provisions, the terms:

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

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

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

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

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

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

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

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

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

PRICE SCHEDULE FORMS

Notes to Tenderers on working with the Price Schedules

1.1   General

The Price Schedules are divided into separate Schedules as follows:

a   Grand Summary Cost Table

b   Supply and Installation Cost Summary Table

c   Recurrent Cost Summary Table

d   Supply and Installation Cost Sub-Table (s)

e   Recurrent Cost Sub-Tables (s)

f   Country of Origin Code Table

[insert:]

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

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

2.   Pricing

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

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

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

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

1. Grand Summary Cost Table

		*[insert: **Kenya shillings]** **Price***	*[insert: **Foreign Currency A]** **Price***	*[insert: **Foreign Currency B]** **Price***
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)			
2.	Recurrent Costs (from Recurrent Cost Summary Table)			
3.	Grand Totals (to Tender Submission Form)			

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

2.   Supply and Installation Cost SummaryTable

Costs MUST reflect prices and rates quoted in accordance with ITT17 and

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	*[insert: **Kenya shillings]** Price*	*[insert: **Local Currency]** Price*	*[insert: **Foreign Currency A]** Price*
1	Project Plan	- -			
2	Subsystem 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 Tenderer:_____

_____Date_____

Authorized Signature of Tenderer:

3. **Recurrent Cost Summary Table**

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	*[insert: Kenya shilling] Price*	*[insert: Foreign Currency A] Price*	*[insert: Foreign Currency B] Price*
	Subtotals (to Grand Summary Table)				

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

Name of Tenderer:_____

Date_____

Authorized Signature of Tenderer:_____

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 ITT 17 and ITT18.

				Unit Prices / Rates				Total Prices			
				Supplied Locally	Supplied from outside Kenya			Supplied Locally	Supplied from outside Kenya		
Component No.	Component Description	Country of Origin Code	Quantity	*[insert: **local currency**]*	*[insert: **local currency**]*	*[insert: **foreign currency A]***	*[insert **foreign currency B]***	*[insert: **local currency]***	*[insert: **local currency**]*	*[insert: **foreign currency A]***	*[insert: **foreign currency B]***
X.1	____	- -	- -	- -	- -	- -	- -				
Subtotals (to *[insert: **line item**]* of Supply and Installation Cost Summary Table)											

Note: - - indicates not applicable

Name of Tenderer: _____

_____Date_____

Authorized Signature of Tenderer:

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 ITT 17 and ITT18.

Componen t 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							
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:							- -

Component No.	Component	Maximum all-inclusive costs (for costs in *[insert: currency]*)						Sub-total for *[insert: currency]*
		Y1	Y2	Y3	Y4	…	Yn	
Cumulative Subtotal (to *[insert: **currency]*** entry for *[insert: **line item**]* in the Recurrent Cost Summary Table)								

Name of Tenderer:_____Date_____

Authorized Signature of Tenderer: _____

6. Country of Origin Code Table

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

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.11, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

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

2. Form ELI-1 Tenderer Information Form

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

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

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

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

1. Tenderer's Name [*insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information
 	
   Name: *[insert Authorized Representative's name]*
   Address: *[insert Authorized Representative's Address]*
   Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*
   Email Address: *[insert Authorized Representative's email address]*

7.   Attached are copies of original documents of *[check the box(es) of the attached original documents]*
☐   Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
☐   In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.
☐   In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:
   • Legal and financial autonomy
   • Operation under commercial law
   • Establishing that the Tenderer is not under the supervision of the Procuring Entity
☐ Included are the organizational chart and a list of Board of Directors.

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

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

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

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

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

alternative] Page _____ of _____ pages

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

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

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

Tenderer's Legal Name: _____ Date: _____

JV member Legal Name: _____

ITT No.: _____

Age of _____ pages

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

5. Form EXP - 1 Experience – General Experience

Tenderer's Legal Name: _____

_____Date: _____ JV Member Legal Name: _____

_____ ITT No.: _____ Page _____ of

_____ pages

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

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

6. Form EXP – 2 Specific Experience

Tenderer's Legal Name: _____   Date: _____
JV Member Legal Name: _____   ITT No.: _____

Page _____ of _____ pages

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

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

Tenderer's Legal Name: _____   Page _____ of _____ pages
JV Member Legal Name: _____

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

Similar Contract No. __ [insert specific number] of [total number of contracts] ___ required	Information
Key Activities	_____

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

Name of Tenderer or partner of a Joint Venture.

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

Name of contract	Procuring Entity, contact address/tel./fa	Value of outstanding Information System (current US$ equivalent)	Estimated completion date	Average monthly invoicing over last s months (US$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

9. Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name: _____Date: _____

JV Member Legal Name: _____ITT No._____

Page _____ of _____ pages

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

Financial information in US$ equivalent	Historic information for previous _____ (__) 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 Tenderer or member to a JV, and not sister or parent companies.

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

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

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

_____

10.   Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

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

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

11.   Form F-3 Financial Resources

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

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

12. Personnel Capabilities

i) Key Personnel

Name of Tenderer or partner of a Joint Venture

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

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

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

ii) Candidate Summary

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

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

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

iii) Technical Capabilities

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

(iv) Manufacturer's Authorization

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

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

To:_____[*Procuring Entity insert: **Procuring Entity's Officer to receive the 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 here by authorize_____*[insert: **name of Tenderer or Joint Venture**]* located at_____*[insert: **address of Tenderer or Joint Venture**]* (hereinafter, the "Tenderer") to submit a tender and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

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

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

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

Dated this _____[insert: **ordinal**] day of _____ [insert: **month**], [insert: **year**]. [add

Corporate Seal (where appropriate)]

(v)   Subcontractor's Agreement

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

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

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

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

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

Signed _____ Duly authorized to sign the authorization for and on

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

Dated this _____[insert: **ordinal**] day of _____[insert: **month**], _____ [insert: **year**].

[add Corporate Seal (where appropriate)]

vi)   List of Proposed Subcontractors

Item	Proposed Subcontractor	Place of Registration & Qualifications

13.   Intellectual   Property   Forms

Notes to Tenderers on working with the Intellectual

Property Forms

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

i)   **Software List**

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

ii)   **List of Custom Materials**

Custom Materials

14. Conformance of Information System Materials

I) Format of the Technical Tender

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

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

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

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

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

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Tenderer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Tenderer should indicate *that*–and to the greatest extent practical–*how* the Tenderer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of 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., ISO9001), copies of these certifications must be included in the Technical Tender.

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

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

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

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

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

preparation of the Tender Evaluation Report.

ii) Technical Responsiveness Checklist (Format)

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

FORM OF TENDER SECURITY-[**Option 1–Demand Bank Guarantee**]

Beneficiary: _____

Request forTenders No:

_____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No. ("the ITT").

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

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of__(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the

demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

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

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

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

_____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas ………… [*Name of the tenderer*] (hereinafter called "the tenderer") has submitted its tender dated ……… [*Date of submission of tender*] for the …………… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of_____under Request for Tenders No._____("the ITT").

2. KNOW ALL PEOPLE by these presents that WE ………………… of ………… [**Name of Insurance Company**] having our registered office at …………… (hereinafter called "the Guarantor"), are bound unto …………….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of ………………… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

   Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

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

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

_____   _____
        [Date]   *[Signature of the Guarantor]*

_____   _____
        [Witness]   *[Seal]*

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

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

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

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

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

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

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

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) thirty days after the expiration of our Tender.

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

Signed: …………………………………………………………………..

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

Name:

…………………………………………………………………………...

Duly authorized to sign the bid for and on behalf of: _____ [insert complete name of

Tenderer] Dated on…………………. day of…………….……… [Insert date of signing]

Seal or stamp

PART 2 – PROCURING ENTITY'S REQUIREMENTS

SECTION V - REQUIREMENTS OF THE INFORMATION SYSTEM

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

TABLE OF CONTENTS

LIST OF FIGURES

ACRONYMS AND ABBREVIATIONS

API	Application Programming Interface
CRM	Customer Relationship Management
DD	Decimal Degrees
DDR	Double Data Rate
DMS	Minutes and Seconds
DXF	Drawing Exchange Format
ECC	Excise Control Code
ECW	Enhanced Compression Wavelet
EDL	Effluent Discharge License
EIA	Environmental Impact Assessment
EMCA	Environmental Management and Coordination Act
ERP	Enterprise Resource Planning
ESB	Enterprise Service Bus
ESRI	Environmental Systems Research Institute
IENVIS	Integrated Environmental Information Management System
FAQ	Frequently Asked Question
FiRe	Financial Reporting
GB	Gigabyte
GEOTIFF	Georeferenced Tagged Image File Format
Ghz	Gigahertz
GIS	Geographic Information Systems
GPS	Global Positioning System
HR	Human Resource
HTTP	Hypertext Transfer Protocol
HTTP/S	Secure Hypertext Transfer Protocol
ICT	Information and Communications Technology
ID	Identification
IEEE	Institute of Electrical and Electronics Engineers
IETF	Internet Engineering Task Force
EIK	Environmental Institute of Kenya
iOS	iPhone Operating System
IP	Internet Protocol
ISO	International Organisation for Standardization
IT	Information Technology
ITIL	Information Technology Infrastructure Library
KFRI	Kenya Forest Research Institute
Kg	Kilogram
KMFRI	Kenya Marine and Fisheries Research Institute
KML	Keyhole Markup Language
KWS	Kenya Wildlife Service
LAN	Local Area Network
LDAP	Lightweight Directory Access Protocol
LPO	Local Purchase Order
MAC	Media Access Control
MB	Megabyte

MoPM	Ministry of Petroleum and Mining
MoU	Memorandum of Understanding
MS	Microsoft
NEMA	National Environment Management Authority
ODS	Ozone Depleting Substances
OLAP	Online Analytical Processing
PBX	Private Branch Exchange
PDF	Portable Document Format
PER	Practical Experience Requirements
PERT	Practical Experience Record Tool
PFM	Public Finance Management
PMBOK	Project Management Body of Knowledge
PNG	Portable Network Graphics
POSIX	Portable Operating System Interface
QR Code	Quick Response Code
RAID	Redundant Array of Independent Disks
RAM	Random Access Memory
RDBMS	Relational Database Management System
SLA	Service Level Agreement
RFC	Remote Function Call
SESA	Strategic environmental and social assessment
SMP	Symmetric Multiprocessing
SMS	Short Message Service
SMTP	Simple Mail Transfer Protocol
SOAP	Simple Object Access Protocol
SQL	Structured Query Language
SSL	Secure Socket Layer
TB	Terabyte
TCP/IP	Transmission Control Protocol/Internet Protocol
TOR	Terms of Reference
TPS	Transactions Per Second
UDDI	Universal Description, Discovery, and Integration
USB	Universal Serial Bus
USSD	Unstructured Supplementary Service Data
WSDL	Web Service Description Language
XML	Extended Mark-up Language

1 INTRODUCTION

This section provides an introduction and background to the assignment.

1.1 Background

The National Environment Management Authority (NEMA) was established under the Environment Management and Coordination Act 1999 to exercise general supervision and co-ordination over all matters relating to the environment. One of the main functions of NEMA is to undertake research, investigation and surveys in the field of environment and collect, collate and disseminate information about the findings of such research, investigation or survey. Additionally, NEMA is mandate with issuance of various licenses and permits to individuals and other legal entities so as to ensure observance of the environmental laws and regulations. The availability of information and access to information are key pre-requisites to sound environmental management for sustainability.

The Authority's operations are spread across the forty-seven (47) counties and eight (8) regions. The procurement and financial accounting functions are semi-autonomous with consolidated reporting at the Head Quarters (HQ). The Authority seeks to improve efficiency in her operations by overhauling the Enterprise Resource Planning (ERP) and integrating it with the Environmental information management system. The key deliverable of the integrated ERP being to allow for management (initiation, processing and reporting) of the Authority's transactions centrally at HQ.

The Authority is currently running the following systems at the HQ which the integrated information management system shall be required to integrate with for purposes of exchanging information:

I. Environment Licensing System;
II. API linked to the E-Citizen Payment Platform;
III. An email system based on MS Exchange 2016;
IV. A Knowledge Management System (Intranet);
V. KCB I-Bank System;

In line with this, NEMA intends to enhance its system architecture into integrated modules that will create a single window system for all the environmental License/Permits application processing, revenue collection, finance, procurement, and human resource and asset/fleet management for efficient service delivery.

1.2 Project Objective and Scope

NEMA intends to procure the services of a qualified firm to Develop, Supply, Install, Test, Migrate, Train, and Commission and Maintain an Integrated Environmental Information Management System. The desired integrated environmental information management system is that which is comprehensive enough to support work-flows with enhanced Graphical User Interface (GUI) for simplicity and ease of use for all users, dynamic and scalable to accommodate future functionalities.

1.3 Sum of Deliverables

The following are the expected project deliverables:

1. Licensing Module
2. Permit Management Module
3. Clearance Management Module
4. Payment Management Module
5. Enforcement Module: Audit and Inspection
6. Review Module
7. Incident Management Module
8. Chemicals and Database Management Module
9. Action Tracker
10. Document Management Module
11. User Management Module
12. Case Management Module
13. Enterprise Service Bus
14. Finance Module
15. Supply Chain Module and a Suppliers Web Portal
16. Human Resources Module and a Recruitment Portal
17. Employee Self Service Module
18. Payroll Module
19. Fleet Management Module
20. Web Portal
21. Incident Reporting App
22. GIS Module
23. Reporting Module with Business Intelligence and Analytics capability
24. Knowledge Base /FAQs

1.4 Hardware Specifications

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, etc.
Note: This Tender Does Not include hardware delivery

2 PROPOSED INFORMATION SYSTEMS

The following applications will form the ecosystem required to drive operation of the proposed National Environment Information Management System.

2.1 Core System Architecture

Figure 1: Overview of Proposed Information Management System Architecture

FRONT END MODULES		
Web Portal		
Register/Login		Contact us
Incident Reporting		FAQs
Incident Reporting App		
Incident Reporting		Survey Management
Incident Tracking		Online community/ Forum

BACK OFFICE MODULES							
Licensing Module		**Permit Management Module**		**Payment Module**		**Review Module**	
New License Application	License Transfer	Permit Application	Permit Issuance	Invoicing	Banking	Application Review	Report Review
License Renewal	License Issuance	**Clearance Management Module**		Mobile money	Online Payment	Reviewer comments	Lead Agency Comments
License Variation	License Surrender	Clearance Application	Clearance Issuance	Payment Validation		Internal Quality Assurance	
Incident Management Module		**User Management Module**		**Audit and Inspection Module**		**Reporting Module**	
Incident Reporting	Incident Logging	Account Creation	Rights and Role Management	Projects classification	Planning	Custom Reports	Report Analytics
Categorisation	Assignment	User Support	Password Policy	Facilities Register	Record of Inspection Findings	Reporting Templates	Survey management
Reporting & Feedback		Expert Management	Lead Agency Management	**Document management Module**		Dashboards	
Action Tracker		**Chemicals and Database Management**		Document Storage	Document Indexing	**Case Management**	
Action assignment	Progress Tracking	Designation Application	Laboratory Register	Document Search	Document Retrieval	Case Registration	Assignment
Reminders	Decision	Information management and storage	Toxic and hazardous chemicals Register	**Enterprise Service Bus**		Case Handling	Case Resolution
				Application programming Interfaces			

2.2   Support Systems Architecture

Figure 2: Overview of the Support Systems Architecture

Web Site	
Brand Management	Contact us
Incident Reporting	

Web content management	
Web Authoring & publishing	Dynamic Content
Social media integration	

Enterprise Resource Planning (ERP)	
Billing	Payable Management
Financial Reports	Leave Management
Human Resource Management	Asset Management

Mail Server	
E-Mail Processing	Mail Notifications

Geographic Information Systems (GIS)	
Data Collection	Data Management
Data analysis	Visualization

Helpdesk System	
Issue Registration	Issue Ticketing
Issue Tracking	

3 FUNCTIONAL REQUIREMENTS

This section details the requirements for functionality of the applications software. The functional requirements are aimed at ensuring that processes and procedures are automated to the extent possible by the application. Each specification is assigned a priority. This indicates the relative importance of the specification. Below is the description of each level of priority. Throughout the document, specifications are denoted as mandatory and desirable. The definitions of the corresponding priorities are as indicated in the table below.

#	Priority	Explanation
i.	Mandatory (denoted as M)	Mandatory requirements are key to meeting user needs and design objectives. They are assigned the highest priority. They **must** be met.
ii.	Desirable (denoted as D)	Desirable requirements are equally key to meeting user needs and design objectives but are assigned medium priority. They should be met despite being classified as desirable.
iii.	Optional (denoted as O)	Optional requirements meet user needs and design objectives. However, these requirements are not Compulsory

3.1 General Requirements

The requirements below pertain to the General Application Features that should be available across **all deliverable modules** under the System except where specifically a requirement has been attributed to a specific module, application or applications.

3.1.1 General Conditions

- All listed software must be able to run on a network in a modern ICT environment;
- All bidders must have a comprehensive implementation plan;
- All bidders must have an elaborate service plan;
- All shortlisted bidders will be required to demonstrate their software.

No.	Requirement description	Priority
User Interface		
1.	The system should be web based	M
2.	The system must utilize graphical user interfaces that are intuitive and easy to navigate	M
3.	The user interfaces must have quick access menus for frequently used functions	M
4.	The system must support dashboard features that allow	M

No.	Requirement description	Priority
	users to view snapshot of information they are authorized to view.	
5.	The systems must provide the ability for user dashboards to be configured per category/role.	M
6.	The systems must be supported by all recent desktop and mobile web browsers.	M
7.	The system should be able to scale appropriately to any size of computer or smart device in use.	M
8.	The system must be able to incorporate machine learning and Artificial Intelligence (A.I) algorithms into various modules to enhance data analysis, intelligence decision making, training and validation, scalability, documentation and knowledge transfer.	M
Resource Enterprise planning (ERP) Solution Licenses Required		M
9.	The license shall cover deployment of the ERP solution in a virtualized environment;	M
10.	The solution licensing shall include licenses for an enterprise level relational database capable of being deployed in the virtualized environment;	M
11.	The licensing shall support extension of solutions capability via web with unlimited user access;	M
12.	The solution shall support Business Intelligence reporting including real time monitoring of defined Strategic Objectives;	M
13.	The ERP solution shall be domiciled at NEMA datacenter;	M
14.	50 (fifty) licenses for concurrent users at any given time.	M
Forms and Data Entry		
15.	The systems must make use of forms to capture data such as text, numeric, alphanumeric, date, integers etc.	M
16.	The system must support mandatory fields	M
17.	The system must allow users to choose to make some fields either "Mandatory" or "Compulsory" in order to compel users to enter those fields.	M
18.	The system must be able to perform field validation to prevent users from entering wrong data in a field	M
19.	In addition to allowing keying of dates, the date fields must have the capability of popping up a calendar to enable users to enter dates by selecting on the calendar	M
20.	The System must support the have standard date formats and users must be compelled to use standard date formats to maintain the integrity of date data kept.	M
21.	The System must support user definition of values where provision of a dropdown list is requested in order promote entry of correct and accurate data.	M
22.	The system must support inclusion of personal data	M

No.	Requirement description	Priority
	consent check in line with provisions of Data Protection Act	
Alerts and notification		
23.	The System must have a robust notification system that enables messages and alerts to be sent when an event occurs (issues raised, approval, rejection, license/permit expiry, upgrade, invoicing, receipting) or due to passage of time.	M
24.	The System must have a facility to enable users to create and configure alarms, alerts and notifications.	M
25.	The System should allow users to configure one alert/notification to be sent to several recipients.	M
26.	The System must have the capability to send notifications and alerts through email and short message service (SMS)	M
27.	The System must also support desktop alerts and notifications i.e. the notifications and alerts are viewed by users within the modules.	M
Workflow definition		
28.	The system should fully support workflow functionality to manage tasks and approvals	M
29.	The system must support the configuration of roles within the workflow of a given process.	M
30.	The workflow model must enable users to define new processes and their configurations.	M
31.	The workflow model support escalation of tasks to authorized roles within the process in the event that specific tasks are not addressed in the time they were intended	M
32.	The system must display required process steps that must be executed to complete procedures or processes	M
33.	The System must keep a record of the date and time when each process step is executed	M
34.	Payment – The system should support billing and subsequent online payment of application fees.	
35.	Document Issuance – The system should support e-signing and e-printing of relevant documents (Licenses, Permits, Acknowledgements, Clearances, Issue Letters etc.) with key security features.	
36.	The System must allow users to view the status of each process.	M
Audit trail		
37.	The system modules must keep an audit trail of changes made to any transaction, data entry form, master file or document. The trail must indicate:	M

No.	Requirement description	Priority
	• User who effected the change; • Date and time when change was made; • IP and MAC addresses of the computer or device used to make changes; and • The changes which were made.	

3.2 Requirements by Module

3.2.1 Licensing Module

The requirements below represent the functionalities that will be required by the Licensing module to manage the licensing regimes within NEMA.

3.2.1.1 Environmental Impact Assessment License

No	Requirement Description	Priority
License Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the EIA license	M
3.	The system should have an online EIA License application submission form with the following fields such as; i. Details of the proponent o Name of proponent (person or Firm) o PIN No (integrated with KRA system for verification of PIN and personal details) o Address o Name of contact person o Telephone No o Fax No o Email Address ii. Details of the project report o Title of the proposed project o Sector of the proposed project (drop-down menu) o Objectives and the scope of the project (Project Objectives) (Project Scope) Project Category Sub-Category o Brief description of the activities and inputs o Location of the proposed project (LR No, GPS Coordinates, County and Sub-County) iii. Details of Environmental Assessment Expert (should	M

No	Requirement Description	Priority
	integrate with Experts Module) ○ Name (individual/firm) ○ Certificate of registration No ○ Postal Address ○ Telephone: ○ Email Address	
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Decimal Degrees (DD) format. The system should provide option of either upload of spatial files or entry of coordinates.	M
7.	The system should be able to provide validation on whether the Expert applying is licensed.	M
8.	The system should be interactive in a way that users get real-time feedback on erroneous data entry before submission of an application.	M
9.	The system must support project cost verification based on set parameters and guidelines.	M
10.	The system must support online payment using mobile money, VISA, MasterCard and other online payment options.	M
11.	The system should notify through email and desktop alerts the Section head if a High-risk project application has been submitted and notify the appropriate County director if a Medium or Low risk application has been submitted	M
12.	The system should allow the application to be categorized as a Summary Project Report (Low Risk), Comprehensive Project report (Medium Risk) or a Study Report (High Risk)	M
13.	The system should allow the upgrade of an EIA report without the application needing be redone	M
14.	The system should send a notification to the applicant indicating the additional requirements necessary in case of an upgrade.	M
15.	The system should ensure that only completed applications (paid) are acknowledged and letters sent.	M
16.	The system should ensure that a unique reference number is assigned to each application received.	M
17.	The system should not allow submission of multiple identical applications	
18.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M

No	Requirement Description	Priority
19.	The system should update the Application Register on receipt of Applications	M
Review evaluation and approval of the application		
20.	The system should support online review of the submitted report against set criteria	M
21.	The system should allow the review of applications to be handled by different staff users based on the risk category	M
22.	The system should allow a County Director/ Section head to assign reviewers for each application.	M
23.	The system should allow a County Director/ Section head to assign relevant Lead agencies to provide comments on the application that is relevant to their sector	M
24.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
25.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
26.	The system must indicate in the applications pending review in the dashboard of the users who have been assigned a review role.	M
27.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
28.	The system should support review and application of digital signatures and seals to the letters, licenses and approvals.	M
29.	The systems should be able to send a signed and sealed letter in form of email to the applicant	M
30.	The system should consolidate all comments received from the public and those addressed by the proponent.	M
31.	The system should be able to consolidate review comments made during the review process	M
32.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies who are providing comments	M
33.	The system should enable drafting of a license with License Number and license conditions	M
34.	The system should automatically populate general license conditions taking into account the nature of industry, sector and existing regulatory regime	M
Internal Quality Assurance		
35.	The system should enable internal Online review of License conditions	M
36.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
37.	The system should enable digital and electronic signing of the License	M
38.	The system should support QR codes on the licenses	M

No	Requirement Description	Priority
39.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
40.	The QR code on the license should be able to link electronically with the licensing system in order to validate whether the license is valid	M
License Issuance		
41.	The system should update the License Register and share via email a copy of signed and Sealed license to the Applicant	M
42.	The system should automatically update the License Register whenever Licenses are issued	M
43.	On issuance of a CPR and Study license, the system must notify the county director of the region within which the project has been licensed to commence	M

3.2.1.2 Variation/Surrender and Transfer of License

No	Requirement Description	Priority
1.	The system should support license variation, surrender or transfer	M
2.	The system should enable online payment verification for payments made for license variation, surrender and Transfer	M
3.	The system should generate and assign a unique application number to the application received.	M
4.	The system should accommodate online evaluation criteria for the variation, surrender and transfer of licenses	M
5.	The system should automatically generate a Certificate after approval of the application which should have a QR code.	M
6.	The system should automatically update Certificate Register for License Variation, Surrender and Transfer and share a copy via email to the applicant.	M

3.2.1.3 Effluent Discharge License

No	Requirement Description	Priority
License Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the EDL license	M
3.	The system should have an online EDL License application form (as per 7th schedule Form A & C) with the fields such as; • Name of Applicant	M

No	Requirement Description	Priority
	• Personal Identification Number(PIN) – integrated with KRA system for verification of PIN and personal details) • Address • Name of contact person • Telephone number • Fax No • Email • Location (GPS Coordinate) of Discharging facility • Activity of discharging facility (e.g. coffee factory, sewerage plant, tea factory) Sector and Categories as per corrigenda (legal notice 85 of 2012) • Nature and composition of effluent • Does the facility have a treatment plant? • Maximum quantity of effluent which is proposed to discharge per day (in M3/day) • Highest rate at which it proposes to discharge the effluent (M3/hr.) • Source of processing water to the facility • Access to Laboratory for monitoring the quality of discharged effluent • Description of the activities of the facility • Point of discharge (GPS Coordinate)	
4.	The system should allow submission of Quarterly Effluent Discharge quality and quantity monitoring report (as per regulation 14 and 3rd ,4th and 6th schedule) The monitoring report will be designed with sector specific parameters and the set standards for Effluent Discharge outlined in 3rd and 4th schedule (accessible to the reviewers).The report will contain a drop-menu of the Designated Laboratory that has done the Analysis.	
5.	The system should send notifications to proponents to submit Quarterly Lab Analysis reports (as per 3rd Schedule)	
6.	The system should not allow submission of Quarter 2 report before submitting Quarter 1 etc.	
7.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
8.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
9.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Decimal Degrees (DD) format. The system should provide option of either upload of spatial files or	M

No	Requirement Description	Priority
	entry of coordinates.	
10.	The system should have a database of all NEMA Licensed laboratories from which the applicant can pick a laboratory to analyze samples.	M
11.	The system should send an email to the laboratory notifying them of the analysis report received.	M
12.	The system should be able to provide validation of the information provided to check for completeness	M
13.	The system should be interactive in a way that users get real-time feedback on erroneous data entry before submission of an application	M
14.	The system must support online payment using mobile money, VISA, MasterCard	M
15.	The system should ensure that only completed applications are acknowledged	M
16.	The system should ensure that a unique reference number is assigned to each application received	M
17.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
18.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
19.	The system should update the Application Register on receipt of Applications	M
20.	The system should have an interactive dashboard where the applicant can filter the status application (as pending, rejected, approved)	M
Review evaluation and approval of application		
21.	The system should support online review of applications against established EDL review criteria	M
22.	The system should allow the review of applications to be handled by different staff users	M
23.	The system should show dashboard alerts to the reviewers indicating the pending applications.	M
24.	The system should support compilation of Issues and after review of applications.	M
25.	The system should support review and application of digital signatures to the letters	M
26.	The systems should be able to send a signed issue letter in form of email to the applicant	M
27.	The system should provide an interactive functionality allowing proponent to respond to issues raised.	
28.	The system should consolidate all issues addressed by the proponent.	M
29.	The system should have dashboard alerts notifying reviewers once proponents have responded to issues.	

No	Requirement Description	Priority
30.	The system should be able to consolidate review comments made during the review process	M
31.	The system should be able to send a reminder to all reviewers to share comments or responses.	M
32.	The system should enable drafting of a license with License Number and license conditions	M
33.	The system should automatically populate general license conditions taking into account the nature of industry, sector and existing regulatory regime	M
Internal Quality Assurance		
34.	The system should enable internal online quality review of licenses and license conditions	M
35.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
36.	The system should enable digital signing of the License	M
37.	The system should support QR codes on the licenses	M
38.	The QR code should be recognizable by a QR code reader or smart device such as a smart phone camera	M
39.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
40.	The system should update the License Register and share via email a copy of signed and Sealed license to the Applicant	M
41.	The system should automatically update the License Register whenever Licenses are issued	M
42.	The system should allow a downloadable copy of the original license.	

3.2.1.4 Ozone Depleting Substances License

No	Requirement Description	Priority
License Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the ODS license	M
3.	The system should have an online ODS License application form with the following fields • Name of Applicant • Person authorized to act on behalf of Applicant (Name and Title) • Contact Person (Name and Title) • National Identification Card/ Passport No • Contacts Person's Physical and Postal Address (Business)	M

No	Requirement Description	Priority
	• Contacts Person's Physical and Postal Address (Residential) • Company Name • Physical Address • Postal Address • Main Business Activity • Tel/ Fax/ Email contact • Registration Certificate No • PIN Number • Type of controlled substances • Quantity to be produced (Kgs)	
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should be able to compute the quantity of controlled substances to be produced.	
7.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Degrees, Minutes and Seconds (DMS) format or Decimal Degrees (DD) format	M
8.	The system should be able to provide validation of the information provided to check for completeness	M
9.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
10.	The system must support online payment using mobile money, VISA and MasterCard	M
11.	The system should ensure that only completed applications are acknowledged	M
12.	The system should ensure that a unique reference number is assigned to each application received	M
13.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
14.	The system should be able send acknowledgement in form of email to applicants once the application has been successfully submitted	M
15.	The system should update the Application Register on receipt of Applications	M
Review evaluation and approval of Application		
16.	The system should enable online review of applications against established ODS review criteria	M
17.	The system should allow the review of applications to be handled by different staff users based on the type of controlled substance and the expertise required.	M

No	Requirement Description	Priority
18.	The system should allow a Section head to assign reviewers for each application.	M
19.	The system should allow a section head to assign relevant to provide comments on the application that is relevant to their sector	M
20.	The system shall have desktop notifications containing a hyperlink that should direct the reviewer to the application for review.	M
21.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
22.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
23.	The system should support review and application of digital signatures to the letters	M
24.	The systems should be able to send a signed letter in form of email to the applicant	M
25.	The system should consolidate all comments addressed by the applicant.	M
26.	The system should be able to consolidate review comments made during the review process	M
27.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments.	M
28.	The system should enable drafting of a license with License Number and license conditions	M
29.	The system should automatically populate general license conditions taking into account the nature of industry, sector and existing regulatory regime.	M
Internal Quality Assurance		
30.	The system should enable internal online quality review of licenses and license conditions	M
31.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
32.	The system should enable digital signing of the License	M
33.	The system should support QR codes on the licenses	M
34.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
35.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
36.	The system should update the License Register and share a copy of signed and Sealed license to the Applicant	M
37.	The system should automatically update the License Register whenever Licenses are issued	M
38.	The system should enable linkage with other licensing	M

No	Requirement Description	Priority
	system	
39.	The system should have linked with Kenya Trade Net system and Port Authority Systems using an API to share information on permissible levels of gasses being imported	M

3.2.1.5 Emissions License

No	Requirement Description	Priority
License Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the Emissions license	M

3.	The system should have an online Emissions License application form with the following fields such as;
	• Name of company
	• Address
	• Location
	• Type of Industry (as per 14th schedule*)
	• Site Plan layout
	  o Distance of the equipment to the nearest building
	  o Height of the above referred building
	  o Nearest sensitive area or facility
	  o Emission (fall-out) point
	• Operating Emission levels (as per 3rd schedule with specific parameters per sector)
	• Proposed Emission Control Mitigation Measure
	• Start-up and shut- down of the equipment
	  o Methods
	  o Expected frequency of occurrence
	  o Duration of occurrence
	  o Projected emitted pollutants
	• Nature of emissions (gaseous, particulars)
	• Concentration of the emissions
	Develop template for Stack Emissions and Ambient Air Quality with defined parameters for each industry sector as defined in the 1st and 3rd Schedule.
		M

4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Degrees, Minutes and Seconds (DMS) format or Decimal Degrees (DD) format.	M

No	Requirement Description	Priority
7.	The system should be linked with the laboratory management system to receive reports on emissions.	M
8.	The system should have a standard template (as per 10th schedule) for reporting nature and concentrations of emissions	M
9.	The system should send a notification in form of an email to applicant requesting for missing information during application validation.	M
10.	The system must support online payment using mobile money, VISA and MasterCard.	M
11.	The system should ensure that only completed applications are acknowledged.	M
12.	The system should ensure that a unique reference number is assigned to each application received.	M
13.	The system should be able send acknowledgement in form of email to applicants once the application has been successfully submitted	M
14.	The system should update the Application Register on receipt of Applications	M
Review evaluation and approval of the application		
15.	The system should enable online review of applications against established Emissions License review criteria	M
16.	The system should allow the review of applications to be handled by different staff users based on the nature of the industry and the staff expertise.	M
17.	The system should send dashboard alerts to the reviewers indicating pending applications. . The reviewers will include County Directors for Site Comments.	M
18.	The system should support compilation and generation of and generation of Issue and Rejection Letters after review of reports	M
19.	The system should support review and application of digital signatures to the letters	M
20.	The systems should be able to send a signed letter in form of an email to the applicant	M
21.	The system should consolidate all comments addressed by the proponent	M
22.	The system should be able to consolidate review comments made during the review process	M
23.	The system should enable drafting of a license with License Number and license conditions	M
24.	The system should automatically populate general license conditions taking into account the nature of industry, sector and existing regulatory regime	M
Internal Quality Assurance		
25.	The system should enable internal online quality review of licenses and license conditions	M

No	Requirement Description	Priority
26.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
27.	The system should enable digital signing of the License	M
28.	The system should support QR codes on the licenses	M
29.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
30.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
31.	The system should update the License Register and share a copy of signed and Sealed license to the Applicant	M
32.	The system should automatically update the License Register whenever Licenses are issued	M
33.	On issuance of a license, the system must notify the county director of the region within which the project has been licensed to commence	M
34.	The system should allow application and processing of Variation and Transfer (Regulation 44 and 45 and forms 6 and 7)	

3.2.1.6 Waste Transport, Recycling/Treatment, Composting, Incineration and Disposal Sites

No	Requirement Description	Priority
License application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the Waste Transport, Recycling, Composting, Incineration and Disposal Sites license	M
3.	The system should have an online Waste Transport Recycling, Composting, Incineration and Disposal Sites License application form with the following fields such as; License to Transport Waste • Name and address of applicant • PIN Number • Registration number and type of vehicles to transport waste • Quantity of waste per vehicle to be transported • Licensed sites/plant to which waste is to be transported • Collection Schedule • Any Other Information • Attach recommendation documents from relevant lead agencies • Is this application for? Initial/Renewal • In case of Renewal application, provide details of waste	M

No	Requirement Description	Priority

	handled in the previous license period.
	 • Designation/Title of Applicant
	
	 License to Own/ Operate Waste treatment plant or disposal site
	 • Name of address of applicant
	 • PIN Number
	 • Location and County of plant/site
	 • Types of waste to be disposed of at plant/site
	 • Quantity being disposed of per annum (tonnes/kg)
	 • Type of facilities/ treatment to be carried on at plant/ site
	     o Land fill
	     o Compost
	     o Incinerator
	     o Recycling
	     o Transfer Station
	     o Reuse
	     o Transfer Station/Storage Yard
	     o Controlled Tipping/Section for Asbestos
	     o Dumpsite for condemned carcasses, organs, meats and papers
	     o Incineration and Soil Remediation Plant
	     o Incinerator and Waste Transfer Station
	     o Industrial Boiler
	     o Industrial Furnace
	     o Dumpsite for General Waste
	     o Autoclave Unit
	     o Microwave
	
	 • Estimated life span of plant/ site
	 • Proposed acreage/ area of plant/ site (include plan or design)	

4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Degrees, Minutes and Seconds (DMS) format or Decimal Degrees (DD) format (GPS coordinates not applicable for waste transport application).	M
7.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M

No	Requirement Description	Priority
8.	The system must support online payment using mobile money, VISA and MasterCard.	M
9.	The system should be able to send a payment acknowledgement notification through email or SMS to the client confirming that NEMA has received the payment.	M
10.	The system should ensure that only completed applications are acknowledged	M
11.	The system should ensure that a unique reference number is assigned to each application received	M
12.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
13.	The system should update the Application Register on receipt of Applications	M
Review evaluation and approval of applications		
14.	The system should enable online review of applications against established License review criteria	M
15.	The system should allow the review of applications to be handled by different staff users	M
16.	The system should allow a Section head to assign reviewers for each application.	M
17.	The system should allow a section head to assign relevant Lead agencies to provide comments on the application that is relevant to their sector	M
18.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
19.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
20.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
21.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
22.	The system should support review and application of digital signatures and seals to the letters	M
23.	The systems should be able to send a signed and sealed letter in form of an email to the applicant	M
24.	The system should consolidate all comments addressed by the applicant.	M
25.	The system should be able to consolidate review comments made during the review process	M
26.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
27.	The system should enable drafting of a license with License	M

No	Requirement Description	Priority
	Number and license conditions	
28.	The system should automatically populate general license conditions taking into account the nature of industry, sector and existing regulatory regime	M
Internal Quality Assurance		
29.	The system should enable internal online quality review of licenses and license conditions	M
30.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
31.	The system should enable digital signing of the License	M
32.	The system should support QR codes on the licenses	M
33.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
34.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
35.	The system should update the License Register and share a copy of signed and Sealed license to the Applicant	M
36.	The system should automatically update the License Register whenever Licenses are issued	M
37.	On issuance of a license, the system must notify the county director of the region within which the project has been licensed to commence	M

3.2.1.7 License to Manufacture/ Import/ Export Toxic and Hazardous Industrial Chemicals or Materials

No	Requirement Description	Priority
License Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the above license	M

3.	The system should have an online application form with the following fields such as; (See Attached Schedule – Annex III)
	• Applicants Contact Details
	• Manufacturing Site Information
	• Environment Impact Assessment License
	• Production Information:
	   o Registration Number
	   o Common Names
	   o Chemicals or Materials Names
	   o Trade Name
	   o Formulation
	   o Concentration
		M

No	Requirement Description	Priority
	o State of Product o Purpose for Manufacture o Quantity (Weight or Volume)	
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should be able categorize the Waste to be transported by type.	M
7.	The system should allow the applicant to choose the type of waste using a dropdown arrow and depending on the choice, a form should appear for the applicant to fill.	M
8.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Degrees, Minutes and Seconds (DMS) format or Decimal Degrees (DD) format	M
9.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
10.	The system must support online payment using mobile money, VISA and MasterCard.	M
11.	The system should ensure that only completed applications are acknowledged	M
12.	The system should ensure that a unique reference number is assigned to each application received	M
13.	The system should ensure that a unique reference number is assigned to each application received	M
14.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
15.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
16.	The system should update the Application Register on receipt of Applications	M
Review Evaluation and approval of applications		
17.	The system should enable online review of applications against established License review criteria	M
18.	The system should allow the review of applications to be handled by different staff users.	M
19.	The system should allow a Section Head to assign reviewers for each application.	M
20.	The system should allow a Section Head to assign relevant Lead agencies to provide comments on the application and also verify the documents submitted by the applicant.	M

No	Requirement Description	Priority
21.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
22.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
23.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
24.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
25.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
26.	The system should support review and application of digital signatures and seals to the letters	M
27.	The systems should be able to send a signed and sealed letter in form of an email to the applicant	M
28.	The system should consolidate all comments addressed by the proponent.	M
29.	The system should be able to consolidate review comments made during the review process	M
30.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
31.	The system should enable drafting of a license with License Number and license conditions	M
32.	The system should automatically populate general license conditions taking into account the nature of industry, sector and existing regulatory regime	M
Internal Quality Assurance		
33.	The system should enable internal online quality review of licenses and license conditions	M
34.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
35.	The system should enable digital signing of the License	M
36.	The system should support QR codes on the licenses	M
37.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
38.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
39.	The system should update the License Register and share a copy of signed and Sealed license to the Applicant	M
40.	The system should automatically update the License Register whenever Licenses are issued	M

No	Requirement Description	Priority
41.	On issuance of a license, the system must notify the county director of the region within which the project has been licensed to commence	M

3.2.1.8 License to Distribute Toxic and Hazardous Industrial Chemicals or Materials

No	Requirement Description	Priority
License Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the above license	M
3.	The system should have an online application form with the following fields such as; (See Attached Schedule – Annex III) • Person/Firm/Agent Information • Storage Facility (ies) • Inventory of Chemicals or Materials under Storage (see table format in the schedule) • Details of Mode of Transport • Inventory of Chemicals or Materials in Transit • Hazard Assessment • Storage Requirement • Emergency Response Plan • Quality Assurance	M
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should be able categorize the Waste to be transported by type.	M
7.	The system should allow the applicant to choose the type of waste using a dropdown arrow and depending on the choice, a form should appear for the applicant to fill.	M
8.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Degrees, Minutes and Seconds (DMS) format or Decimal Degrees (DD) format	M
9.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
10.	The system must support online payment using mobile money, VISA and MasterCard.	M
11.	The system should ensure that only completed applications	M

No	Requirement Description	Priority
	are acknowledged	
12.	The system should ensure that a unique reference number is assigned to each application received	M
13.	The system should ensure that a unique reference number is assigned to each application received	M
14.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
15.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
16.	The system should update the Application Register on receipt of Applications	M
Review Evaluation and approval of applications		
17.	The system should enable online review of applications against established License review criteria	M
18.	The system should allow the review of applications to be handled by different staff users.	M
19.	The system should allow a Section Head to assign reviewers for each application.	M
20.	The system should allow a Section Head to assign relevant Lead agencies to provide comments on the application and also verify the documents submitted by the applicant.	M
21.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
22.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
23.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
24.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
25.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
26.	The system should support review and application of digital signatures and seals to the letters	M
27.	The systems should be able to send a signed and sealed letter in form of an email to the applicant	M
28.	The system should consolidate all comments addressed by the proponent.	M
29.	The system should be able to consolidate review comments made during the review process	M
30.	The system should be able to send a reminder to all reviewers to share comments or responses. This also	M

No	Requirement Description	Priority
	includes Lead agencies which are providing comments	
31.	The system should enable drafting of a license with License Number and license conditions	M
32.	The system should automatically populate general license conditions taking into account the nature of industry, sector and existing regulatory regime	M
Internal Quality Assurance		
33.	The system should enable internal online quality review of licenses and license conditions	M
34.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
35.	The system should enable digital signing of the License	M
36.	The system should support QR codes on the licenses	M
37.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
38.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
39.	The system should update the License Register and share a copy of signed and Sealed license to the Applicant	M
40.	The system should automatically update the License Register whenever Licenses are issued	M
41.	On issuance of a license, the system must notify the county director of the region within which the project has been licensed to commence	M

3.2.1.9 License to Store Toxic and Hazardous Industrial Chemicals or Materials

No	Requirement Description	Priority
License Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the above license	M
3.	The system should have an online application form with the following fields such as; (See Attached Schedule – Annex III) • Person/Firm/Agent Information • Storage Facility (ies) • Inventory of Chemicals or Materials under Storage (see table format in the schedule) • Details of Mode of Transport • Inventory of Chemicals or Materials in Transit • Hazard Assessment • Storage Requirement • Emergency Response Plan	M

No	Requirement Description	Priority
	• Quality Assurance	
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should be able categorize the Waste to be transported by type.	M
7.	The system should allow the applicant to choose the type of waste using a dropdown arrow and depending on the choice, a form should appear for the applicant to fill.	M
8.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Degrees, Minutes and Seconds (DMS) format or Decimal Degrees (DD) format	M
9.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
10.	The system must support online payment using mobile money, VISA and MasterCard.	M
11.	The system should ensure that only completed applications are acknowledged	M
12.	The system should ensure that a unique reference number is assigned to each application received	M
13.	The system should ensure that a unique reference number is assigned to each application received	M
14.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
15.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
16.	The system should update the Application Register on receipt of Applications	M
Review Evaluation and approval of applications		
17.	The system should enable online review of applications against established License review criteria	M
18.	The system should allow the review of applications to be handled by different staff users.	M
19.	The system should allow a Section Head to assign reviewers for each application.	M
20.	The system should allow a Section Head to assign relevant Lead agencies to provide comments on the application and also verify the documents submitted by the applicant.	M
21.	The system should send notification emails to the reviewers indicating the application they have been assigned to	M

No	Requirement Description	Priority
	review	
22.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
23.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
24.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
25.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
26.	The system should support review and application of digital signatures and seals to the letters	M
27.	The systems should be able to send a signed and sealed letter in form of an email to the applicant	M
28.	The system should consolidate all comments addressed by the proponent.	M
29.	The system should be able to consolidate review comments made during the review process	M
30.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
31.	The system should enable drafting of a license with License Number and license conditions	M
32.	The system should automatically populate general license conditions taking into account the nature of industry, sector and existing regulatory regime	M
Internal Quality Assurance		
33.	The system should enable internal online quality review of licenses and license conditions	M
34.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
35.	The system should enable digital signing of the License	M
36.	The system should support QR codes on the licenses	M
37.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
38.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
39.	The system should update the License Register and share a copy of signed and Sealed license to the Applicant	M
40.	The system should automatically update the License Register whenever Licenses are issued	M
41.	On issuance of a license, the system must notify the county director of the region within which the project has been	M

No	Requirement Description	Priority
	licensed to commence	

3.2.1.10 License/ Permit to Transport and/or transit through Kenya Toxic and Hazardous Industrial Chemicals or Materials

No	Requirement Description	Priority
License Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the above license	M
3.	The system should have an online application form with the following fields such as; (See Attached Schedule – Annex III) • Person/Firm/Agent Information • Exporter Registration Details • Importer Registration Details • Details of Mode of Transport / Intended Carrier(s) • Inventory of Chemicals or Materials to be transported and /or on transit (see table format on the attached schedule)	M
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should be able categorize the Waste to be transported by type.	M
7.	The system should allow the applicant to choose the type of waste using a dropdown arrow and depending on the choice, a form should appear for the applicant to fill.	M
8.	The system should support field validation to ensure correct information has been input. E.g. GPS coordinate should be in the Degrees, Minutes and Seconds (DMS) format or Decimal Degrees (DD) format	M
9.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
10.	The system must support online payment using mobile money, VISA and MasterCard.	M
11.	The system should ensure that only completed applications are acknowledged	M
12.	The system should ensure that a unique reference number is assigned to each application received	M
13.	The system should ensure that a unique reference number is assigned to each application received	M

No	Requirement Description	Priority
14.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
15.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
16.	The system should update the Application Register on receipt of Applications	M
Review Evaluation and approval of applications		
17.	The system should enable online review of applications against established License review criteria	M
18.	The system should allow the review of applications to be handled by different staff users.	M
19.	The system should allow a Section Head to assign reviewers for each application.	M
20.	The system should allow a Section Head to assign relevant Lead agencies to provide comments on the application and also verify the documents submitted by the applicant.	M
21.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
22.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
23.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
24.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
25.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
26.	The system should support review and application of digital signatures and seals to the letters	M
27.	The systems should be able to send a signed and sealed letter in form of an email to the applicant	M
28.	The system should consolidate all comments addressed by the proponent.	M
29.	The system should be able to consolidate review comments made during the review process	M
30.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
31.	The system should enable drafting of a license with License Number and license conditions	M
32.	The system should automatically populate general license conditions taking into account the nature of industry, sector	M

No	Requirement Description	Priority
	and existing regulatory regime	
Internal Quality Assurance		
33.	The system should enable internal online quality review of licenses and license conditions	M
34.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
35.	The system should enable digital signing of the License	M
36.	The system should support QR codes on the licenses	M
37.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
38.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
39.	The system should update the License Register and share a copy of signed and Sealed license to the Applicant	M
40.	The system should automatically update the License Register whenever Licenses are issued	M
41.	On issuance of a license, the system must notify all the county/regional directors of the registered experts. The system should also allow filter to view active, suspended and deregistered experts.	M

3.2.1.11 Experts Registration and Practicing License

No	Requirement Description	Priority
	i. **Experts Registration**	
1.	The system must be able to outline the criteria and requirements to Register as an Expert	M
2.	The system should enable online submission of applications	M
3.	The system should ensure that only completed applications are acknowledged	M
4.	The system should ensure that a unique reference number is assigned to each application received	M
5.	The system should send a notification to the applicant at each stage of review	M
6.	The system should have a feature to save incomplete applications / sessions	M
7.	The system should send acknowledgement letters to applicants on receipt of duly filled applications	M
8.	The system should update the Application Register on receipt of Applications	M
9.	The system should validate the expert's status with Environment Institute of Kenya (EIK). Applications from inactive (non-paid up) members should be rejected.	M
10.	The system should enable online review of applications	M

No	Requirement Description	Priority
	i. Experts Registration	
	against the established criteria based on the type of Expert	
11.	The system should enable generation of Rejection and Issues Letters where necessary after evaluation is conducted	M
12.	The system should enable review of Rejection and Issues letter by the Section Head before they are sent to the applicants	M
13.	The system should generate a template for an Expert Registration Certificate	M
14.	The system should enable internal quality review of the Registration Certificate	M
15.	The system should send a copy of a signed and sealed Registration Certificate to the Expert	M
16.	The system should automatically update and maintain the Register of Experts whenever Certificates are issued	M

No	Requirement Description	Priority
	ii. Practicing License Application	
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the Expert Practicing license	M

3.	The system should have an online Expert Practicing License application form with the following fields such as;
	• Name of Applicant (Individual or Firm)
	• Nationality
	• PIN Number
	• If Firm (Local/Foreign)
	• Business/ Company Registration No
	• Postal Address
	• Telephone No
	• Email
	• List of professionals, their academic qualifications and their nationalities
	• Experience in Environmental Impact Assessment related activities
	• Application for license to practice as;
	  • Lead Expert
	  • Associate Expert or
	  • Firm
		M

4.	The system should be able to load a practicing license application form that is unique to the category selected.	M
5.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
6.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M

7.	The system should support field validation to ensure correct information has been input.	M
8.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
9.	The system must support online payment using mobile money, VISA and MasterCard	M
10.	The system should ensure that only completed applications are acknowledged.	M
11.	The system should ensure that a unique reference number is assigned to each application received	M
12.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes	M
13.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
14.	The system should update the Application Register on receipt of Applications	M
Review evaluation and approval of applications		
15.	The system should enable online review of applications against established License review criteria	M
16.	The system should allow the review of applications to be handled by different staff users	M
17.	The system should allow a Section head to assign reviewers for each application.	M
18.	The system should allow a section head to assign relevant Lead agencies to provide comments on the application that is relevant to their sector	M
19.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
20.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
21.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
22.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
23.	The system should support review and application of digital signatures and seals to the letters	M
24.	The systems should be able to send a signed and sealed letter in form of an email to the applicant	M
25.	The system should validate consolidate all comments addressed by the proponent.	M
26.	The system should be able to print consolidate review comments made during the review process	M

27.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
28.	The system should enable drafting of a license with practicing License Number and category (that is, Lead Expert, or Associate Expert or Firm)	M
Internal Quality Assurance		
29.	The system should enable internal online quality review of licenses and license conditions	M
30.	The system should allow an authorized NEMA officer to define and edit the licensing condition	M
31.	The system should enable digital signing of the License	M
32.	The system should support QR codes on the licenses	M
33.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
34.	The QR code on the license should be able to link electronically with the licensing system in order to verify whether the license is valid	M
License Issuance		
35.	The system should update the Experts License Register and email a copy of signed and Sealed license to the Expert	M
36.	The system should automatically update the Experts License Register whenever Licenses are issued	M
37.	On issuance of a license, the system must notify the county director of the region within which the project has been licensed to commence	M

3.2.1.12   License Renewal

The objective of license renewal is to make sure Licenses are renewed in accordance with the EMCA Regulations.

a. General License Renewal

No	Requirement Description	Priority
1.	The system must be able to send reminders to license holders about license renewal in the system using email notifications and text messages and should have reminders that are configurable.	M
2.	The system should enable online submission of License Renewal Applications	M
3.	The system should outline the criteria and requirements for License Renewal	M
4.	The system must be able to generate a notification with active links, renewal instructions and amount payable.	M
5.	The system must support online payment using mobile money, VISA and MasterCard	M
6.	The system should be able to generate a payment	M

No	Requirement Description	Priority
	acknowledgement notification and email it or SMS it to the expert confirming NEMA receiving payment.	
7.	The system should be able to send a notification to confirm the renewal of license by email or SMS to the applicant.	M

3.2.2 Permit Management Module
The requirements below represent the functions that will be required by the permit management module.

3.2.2.1 Access to Benefit Permit

No	Requirement Description	Priority
Permit Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the Access to Benefit Permit	M
3.	The system should have an online Access to Benefit Permit application form for individual applicants and organizations.	M
4.	For an individual applicant, the online form should contain the following fields to be filled; i. Name of applicant ii. Identification Card No./Passport No iii. Postal Address iv. PIN No. v. Permanent Residential Address vi. Qualifications (Curriculum Vitae to be attached) vii. Financial Details viii. Technical Particulars ix. Declaration	M

5.	For an organization, the online form should contain the following fields to be filled;
	i. Name of Organization
	ii. Permanent Address
	iii. Registered Address.
	iv. Registration No. (Attach copy of certificate of registration)
	v. Qualification of individuals in the project (Curriculum Vitae to be attached)
	vi. Name of the contact person in regard to this application and the position held in the organization
	vii. Details (if any) of:
	    • Holding and subsidiary institutions; or
	    • Individuals connected to the project
	viii. Financial Details
	ix. Technical Particulars
	x. Declaration
		M

6.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
7.	The system must support upload of documents in pdf, .jpeg,	M

No	Requirement Description	Priority
	.png or .docx format.	
8.	The system should support field validation to ensure correct information has been input in a right format	M
9.	The system should only accept GPS Coordinates in predefined format such as Degrees, minutes, and seconds (DMS) or Decimal Degrees (DD) and should have a window for previewing the location pin on a map	M
10.	The system should send a notification in form of an email to applicant requesting for missing information during application validation.	M
11.	The system must support online payment using mobile money, VISA and MasterCard.	M
Application Validation		
12.	The system should ensure that only completed applications are acknowledged	M
13.	The system should ensure that a unique reference number is assigned to each application received	M
14.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
15.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
16.	The system should update the Application Register on receipt of Applications	M
Application Review		
17.	The system should support online review of applications against established permit review criteria	M
18.	The system should allow the review of applications to be handled by different staff users.	M
19.	The system should allow a Section head to assign reviewers for each application	M
20.	The system should allow a section head to assign relevant Lead agencies (e.g. KWS, KEFRI, KEMFRI) to provide comments on the application that is relevant to their sector	M
21.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
22.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
23.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
24.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
25.	The systems should be able to send a signed and sealed	M

No	Requirement Description	Priority
	letter in form of email to the applicant	
26.	The system should consolidate all comments addressed by the applicant.	M
27.	The system should be able to consolidate review comments made during the review process	M
28.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
29.	The system should enable drafting of a license with Permit Number and conditions	M
30.	The system should automatically populate general Permit conditions	M
Internal Quality Assurance		
31.	The system should enable internal online quality review of the permit and permit conditions	M
32.	The system should allow an authorized NEMA officer to define and edit the permit conditions	M
33.	The system should enable digital signing of the permit	M
34.	The system should support QR codes on the permit	M
35.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
36.	The QR code on the permit should be able to link electronically with the licensing system in order to verify whether the permit is valid	M
Permit issuance		
37.	The system should update the permits database and email a copy of signed and Sealed permit to the applicant	M
38.	The system should automatically update the Permits database whenever permits are issued	M
39.	On issuance of a permit, the system must notify the county director of the region within which the permit is applicable.	M

3.2.2.2 Ozone Depleting Substance Permit

No	Requirement Description	Priority
Permit Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for the Ozone Depleting Substance Permit	M
3.	The system should have an online Ozone Depleting Substance Permit application form with the following fields to be filled. i. Application reference Number (auto generated) ii. Name of applicant iii. ODL License Number	M

No	Requirement Description	Priority
	iv. Control period v. Quantity Licensed to be imported or exported (Name and Title) vi. Contact Person (name and title) vii. National Identification card or passport Number viii. Contact Person's physical address and postal address ix. Company name x. Physical address xi. Postal address xii. Main business activity xiii. Telephone /E-mail contacts xiv. Registration certificate number xv. Personal Identification Number (PIN) xvi. Controlled substances to be imported or exported xvii. Declaration	
4.	The system should only allow an application with a valid ODS license number.	M
5.	The system should automatically capture to and from countries information based on the existing world base map.	
6.	The system should link license and permit databases to allow automatic deduction from license for each prospective permit processed.	M
7.	The system should be linked with Kenya trade agency, Kenya TradeNet system and Port authority systems. through an API to have a data exchange functionality for easy tracking	
8.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
9.	The system should only accept GPS Coordinates in predefined format such as Degrees, minutes, and seconds (DMS) or Decimal Degrees (DD) and should have a window for previewing the location pin on a map	M
10.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
11.	The system must support online payment using mobile money, VISA and MasterCard.	M
Application Validation		
12.	The system should ensure that only completed applications are acknowledged	M
13.	The system should ensure that a unique reference number is assigned to each application received	M
14.	The system should also assign a reference number that corresponds to the physical file documentation provided by	M

No	Requirement Description	Priority
	a proponent for tracking purposes.	
15.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
Application Review		
16.	The system should allow the review of applications to be handled by different staff users.	M
17.	The system should allow a Section head to assign reviewers for each application	M
18.	The system should allow a section head to assign relevant Lead agencies (e.g. Kenya trade agency) to provide comments on the application that is relevant to their sector	M
19.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
20.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
21.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
22.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
23.	The systems should be able to send a signed and sealed letter in form of email to the applicant	M
24.	The system should consolidate all comments addressed by the applicant.	M
25.	The system should be able to consolidate review comments made during the review process	M
26.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
27.	The system should enable drafting of a license with permit Number and conditions	M
28.	The system should automatically populate general permit conditions	M
Internal Quality Assurance		
29.	The system should enable internal online quality review of the permit and permit conditions	M
30.	The system should allow an authorized NEMA officer to define and edit the permit conditions	M
31.	The system should enable digital signing of the permit	M
32.	The system should support QR codes on the permit	M
33.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
34.	The QR code on the permit should be able to link electronically with the licensing system in order to verify	M

No	Requirement Description	Priority
	whether the permit is valid	
Permit issuance		
35.	The system should update the permits database and email a copy of signed and Sealed permit to the applicant	M
36.	The system should automatically update the Permits data whenever permits are issued	M
37.	On issuance of a permit, the system must notify the county director of the region within which the permit is applicable.	M

3.2.2.3 Export/Trans-boundary/ Transit Waste Permit

No	Requirement Description	Priority
Permit Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for Export/Trans-boundary/ Transit Waste Permit	M
3.	The system should have an online Export/Trans-boundary/ Transit Waste Permit application form with the following fields i. Permit No ii. Name exporter iii. Address of exporter (physical and mailing address) iv. Waste to be transported v. Address of waste destination (Name, physical and mailing address of the importer) vi. Declaration vii. Attach a softcopy of authorization by the state to which the export is to be made.	M
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should support field validation to ensure correct information has been input in a right format	M
7.	The system should only accept GPS Coordinates in predefined format such as Degrees, minutes, and seconds (DMS) or Decimal Degrees (DD) and should have a window for previewing the location pin on a map	M
8.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
9.	The system must support online payment using mobile money, VISA and MasterCard	M

No	Requirement Description	Priority
Application Validation		
10.	The system should ensure that only completed applications are acknowledged	M
11.	The system should ensure that a unique reference number is assigned to each application received	M
12.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
13.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
14.	The system should update the Application Register on receipt of Applications	M
Application Review		
15.	The system should support online review of applications against established permit review criteria	M
16.	The system should allow the review of applications to be handled by different staff users.	M
17.	The system should allow a Section head to assign reviewers for each application	M
18.	The system should allow a section head to assign relevant Lead agencies to provide comments on the application that is relevant to their sector	M
19.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
20.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
21.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
22.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
23.	The systems should be able to send a signed and sealed letter in form of email to the applicant	M
24.	The system should consolidate all comments addressed by the applicant.	M
25.	The system should be able to consolidate review comments made during the review process	M
26.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
27.	The system should enable drafting of a license with Permit Number and conditions	M
28.	The system should automatically populate general Permit conditions	M

No	Requirement Description	Priority
Internal Quality Assurance		
29.	The system should enable internal online quality review of the permit and permit conditions	M
30.	The system should allow an authorized NEMA officer to define and edit the permit conditions	M
31.	The system should enable digital signing of the permit	M
32.	The system should support QR codes on the permit	M
33.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
34.	The QR code on the permit should be able to link electronically with the licensing system in order to verify whether the permit is valid	M
Permit issuance		
35.	The system should update the permits database and email a copy of signed and Sealed permit to the applicant	M
36.	The system should automatically update the Permits data whenever permits are issued	M
37.	On issuance of a permit, the system must notify the county director of the region within which the permit is applicable.	M

3.2.2.4 Permit to Import/Export Toxic and Hazardous Industrial Chemicals or Materials

No	Requirement Description	Priority
Permit Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for Permit to Import/Export Toxic and Hazardous Industrial Chemicals or Materials	M
3.	The system should have an online application form with the following fields (see attached Annex III) 　i. Applicant's Full Name 　ii. Address 　iii. Telephone Number 　iv. Email 　v. Full Name and Address of Importer or Exporter 　vi. Nature of Business 　vii. Product Information (As per specific schedule on Annex III)	M
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should support field validation to ensure	M

No	Requirement Description	Priority
	correct information has been input in a right format	
7.	The system should only accept GPS Coordinates in predefined format such as Degrees, minutes, and seconds (DMS) or Decimal Degrees (DD) and should have a window for previewing the location pin on a map	M
8.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
9.	The system must support online payment using mobile money, VISA and MasterCard	M
Application Validation		
10.	The system should ensure that only completed applications are acknowledged	M
11.	The system should ensure that a unique reference number is assigned to each application received	M
12.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
13.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
14.	The system should update the Application Register on receipt of Applications	M
Application Review		
15.	The system should support online review of applications against established permit review criteria	M
16.	The system should allow the review of applications to be handled by different staff users.	M
17.	The system should allow a Section head to assign reviewers for each application	M
18.	The system should allow a section head to assign relevant Lead agencies to provide comments on the application that is relevant to their sector	M
19.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
20.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
21.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
22.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
23.	The systems should be able to send a signed and sealed letter in form of email to the applicant	M
24.	The system should consolidate all comments addressed by	M

No	Requirement Description	Priority
	the applicant.	
25.	The system should be able to consolidate review comments made during the review process	M
26.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
27.	The system should enable drafting of a license with Permit Number and conditions	M
28.	The system should automatically populate general Permit conditions	M
Internal Quality Assurance		
29.	The system should enable internal online quality review of the permit and permit conditions	M
30.	The system should allow an authorized NEMA officer to define and edit the permit conditions	M
31.	The system should enable digital signing of the permit	M
32.	The system should support QR codes on the permit	M
33.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
34.	The QR code on the permit should be able to link electronically with the licensing system in order to verify whether the permit is valid	M
Permit issuance		
35.	The system should update the permits database and email a copy of signed and Sealed permit to the applicant	M
36.	The system should automatically update the Permits data whenever permits are issued	M
37.	On issuance of a permit, the system must notify the county director of the region within which the permit is applicable.	M

3.2.2.5 Permit to Use Toxic and Hazardous Industrial Chemicals or Materials for Mining /Extractive Activities

No	Requirement Description	Priority
Permit Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for Permit to Use Toxic and Hazardous Industrial Chemicals or Materials	M
3.	The system should have an online application form with the following fields viii. Applicant's Full Name ix. Address x. Telephone Number xi. Email xii. Full Name and Address of Manufacturer	M

No	Requirement Description	Priority
	xiii. Mining Site Information (Physical Location, L.R. No. GPS Coordinates) xiv. Product Information (As per Annex) xv.	
4.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
5.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
6.	The system should support field validation to ensure correct information has been input in a right format	M
7.	The system should only accept GPS Coordinates in predefined format such as Degrees, minutes, and seconds (DMS) or Decimal Degrees (DD) and should have a window for previewing the location pin on a map	M
8.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
9.	The system must support online payment using mobile money, VISA and MasterCard	M
Application Validation		
10.	The system should ensure that only completed applications are acknowledged	M
11.	The system should ensure that a unique reference number is assigned to each application received	M
12.	The system should also assign a reference number that corresponds to the physical file documentation provided by a proponent for tracking purposes.	M
13.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
14.	The system should update the Application Register on receipt of Applications	M
Application Review		
15.	The system should support online review of applications against established permit review criteria	M
16.	The system should allow the review of applications to be handled by different staff users.	M
17.	The system should allow a Section head to assign reviewers for each application	M
18.	The system should allow a section head to assign relevant Lead agencies to provide comments on the application that is relevant to their sector	M
19.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
20.	The notification email sent to the reviewers should contain a	M

No	Requirement Description	Priority
	hyperlink that should direct the reviewer to log into the licensing system	
21.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
22.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
23.	The systems should be able to send a signed and sealed letter in form of email to the applicant	M
24.	The system should consolidate all comments addressed by the applicant.	M
25.	The system should be able to consolidate review comments made during the review process	M
26.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
27.	The system should enable drafting of a license with Permit Number and conditions	M
28.	The system should automatically populate general Permit conditions	M
Internal Quality Assurance		
29.	The system should enable internal online quality review of the permit and permit conditions	M
30.	The system should allow an authorized NEMA officer to define and edit the permit conditions	M
31.	The system should enable digital signing of the permit	M
32.	The system should support QR codes on the permit	M
33.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
34.	The QR code on the permit should be able to link electronically with the licensing system in order to verify whether the permit is valid	M
Permit issuance		
35.	The system should update the permits database and email a copy of signed and Sealed permit to the applicant	M
36.	The system should automatically update the Permits data whenever permits are issued	M
37.	On issuance of a permit, the system must notify the county director of the region within which the permit is applicable.	M

3.2.3 Clearance Management Module
The requirements below represent the functions that will be required by the clearance management module.

3.2.3.1 New Clearance Application

No	Requirement Description	Priority
Clearance Application		
1.	The system should enable online submission of applications	M
2.	The system must be able to display the criteria and requirements to apply for a clearance permit	M
3.	The system should have a dropdown to choose clearance certificate to apply for. The options for clearance include but not limited to Plastic clearance.	M
4.	The system should have an option of adding more clearances in future.	M
5.	The system should have a feature to save incomplete applications / sessions to allow an applicant to continue from where the application process stopped.	M
6.	The system must support upload of documents in pdf, .jpeg, .png or .docx format.	M
7.	The system should support field validation to ensure correct information has been input in a right format	M
8.	The system should only accept GPS Coordinates in predefined format such as Degrees, minutes, and seconds (DMS) or Decimal Degrees (DD) and should have a window for previewing the location pin on a map	M
9.	The system should send a notification in form of an email to applicant requesting for missing information during application validation	M
10.	The system must support online payment using mobile money, VISA and MasterCard.	M
Application Validation		
11.	The system should ensure that only completed applications are acknowledged	M
12.	The system should ensure that a unique reference number is assigned to each application received	M
13.	The system should also assign a reference number that corresponds to the physical file documentation provided by an applicant for tracking purposes.	M
14.	The system should be able send acknowledgement letters in form of email to applicants once the application has been successfully submitted	M
15.	The system should update the Application Register on receipt of Applications	M
Application review		
16.	The system should support online review of applications against established clearance certificate review criteria	M
17.	The system should allow the review of applications to be handled by different staff users.	M
18.	The system should allow a Section head to assign reviewers for each application	M

No	Requirement Description	Priority
19.	The system should allow a section head to assign relevant Lead agencies to provide comments on the application that is relevant to their sector	M
20.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
21.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
22.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
23.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
24.	The systems should be able to send a signed and sealed letter in form of email to the applicant	M
25.	The system should consolidate all comments addressed by the applicant.	M
26.	The system should be able to consolidate review comments made during the review process	M
27.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	M
28.	The system should enable drafting of a Clearance certificate with certificate Number	M
Internal Quality Assurance		
29.	The system should enable internal online quality review of the clearance certificate	M
30.	The system should allow an authorized NEMA officer to define and edit the clearance certificate.	M
31.	The system should enable digital signing of the clearance certificate.	M
32.	The system should support QR codes on the clearance certificate.	M
33.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
34.	The QR code on the clearance certificate should be able to link electronically with the licensing system in order to verify whether the clearance certificate is valid	M
Permit issuance		
35.	The system should update the clearance database and email a copy of signed and Sealed clearance certificate to the applicant	M
36.	The system should automatically update the Certificate database whenever Certificates are issued	M
37.	On issuance of a Clearance Certificate, the system must notify the county director of the region within which the	M

No	Requirement Description	Priority
	certificate is applicable.	

3.2.3.2 Renewal

No	Requirement Description	Priority
Clearance Application		
1.	The system must be able to outline the criteria and requirements for renewal for clearance certificate.	M
2.	The systems should only allow renewal of a clearance certificate based on the previous certificate number.	M
3.	The system should ensure that only completed applications are acknowledged	M
4.	The system should ensure that a unique reference number is assigned to each application received	M
5.	The system should send acknowledgement letters to applicants on receipt of duly filled applications	M
6.	The system must support online payment using mobile money, VISA and MasterCard.	M
Review of application		
7.	The system should support online review of applications against established clearance certificate review criteria	M
8.	The system should allow the review of applications to be handled by different staff users.	M
9.	The system should allow a Section head to assign reviewers for each application	M
10.	The system should allow a section head to assign relevant Lead agencies to provide comments on the application that is relevant to their sector	M
11.	The system should send notification emails to the reviewers indicating the application they have been assigned to review	M
12.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	M
13.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	M
14.	The system should support compilation of Issues and generation of Rejection Letters after evaluation of reports	M
15.	The systems should be able to send a signed and sealed letter in form of email to the applicant	M
16.	The system should consolidate all comments addressed by the applicant.	M
17.	The system should be able to consolidate review comments made during the review process	M
18.	The system should be able to send a reminder to all reviewers to share comments or responses. This also	M

No	Requirement Description	Priority
	includes Lead agencies which are providing comments	
19.	The system should enable drafting of a Clearance certificate with certificate Number	M
Internal Quality Assurance		
20.	The system should enable internal online quality review of the clearance certificate	M
21.	The system should allow an authorized NEMA officer to define and edit the clearance certificate	M
22.	The system should enable digital signing of the clearance certificate	M
23.	The system should support QR codes on the clearance certificate	M
24.	The QR code should be recognizable by a QR reader or smart device such as a smart phone camera	M
25.	The QR code on the clearance certificate should be able to link electronically with the licensing system in order to verify whether the certificate is valid	M
Issue of Clearance		
26.	The system should update the permits database and email a copy of signed and Sealed permit to the applicant	M
27.	The system should automatically update the Permits database whenever permits are issued	M
28.	On issuance of a clearance certificate, the system must notify the county director of the region within which the certificate is applicable.	M

3.2.4 Review Module

The requirements below represent the functionalities that will be required by the reviewer module.

No	Requirement description	Priority
1.	The system should enable access, review and download of all applications and attachments.	M
2.	The system should be responsive to enable document collaboration for both applicant, lead agencies and reviewers at different stages of review.	
3.	The system should enable County Director/Section Head to share reports for sectoral review by the Lead Agencies.	M
4.	The system should allow lead agencies to access, review and download reports and submit review comments.	
5.	The system must allow only authorized reviewers to review uploaded materials and reports	M
6.	The system should allow the representative of the lead agency to upload his comments on review of the reports	M
7.	The system must have desktop alerts and notifications for pending tasks (e.g site comments, lead agency comments and review) to relevant users.	M

No	Requirement description	Priority
8.	The review module should have a dashboard for easy reporting. The dashboard should provide a summary of all activities conducted by the reviewer.	M

9.	The system's dashboard must the following data:
	  i. Reports (pending reviewed, overdue, lead agencies etc.)
	  ii. Comments (Site Visit, Lead Agencies)
		M

10.	The system's dashboard should have a map window where a project location can be pinned and zoomed in for details about the area. The map window should support satellite view and street map view.	M
11.	The system must support multilevel approval. Such that once the request has been validated and approved by the NEMA team, it can proceed to Director General for validation and approval.	M

12.	The system must have the capability to generate customizable reports with information such as:
	  i. Request received in a specific period of time
	  ii. Approved requests
	  iii. Rejected requests
	  iv. Pending requests
		M

13.	The system should provide for the reviewer to make any of the following records of decision:
	  1. Approve (licenses, permits, clearance letters, approvals);
	  2. raise issues (Issue Letters)
	  3. reject (Rejection Letters)
	  4. Issue Improvement Notices;
	  5. Issue Restoration Order;
	  6. Issue Compliance Letters
		M

14.	The system should make use of review checklist format.	M

3.2.5 Payment Module

No	Requirement Description	Priority
1.	The system should be able to offer an option to use online payment for the different payments from clients (End to end process)	M
2.	The system should be able to generate unique codes and or invoices to be used for payment	M

3.	This module should be able to support the following digital payment options:
	  i. Visa
	  ii. MasterCard
	  iii. PayPal.
	  iv. Pesapal.
		M

4.	The system should be able to support payments via mobile money from the following local networks
	    i. Mpesa
	    ii. Airtel Money
	    iii. Equitel
	    iv. Telkom
		M

5.	The system should be integrated with the Ecitizen National payments and KCB system.	
6.	The system should be able to verify payments through use of unique payment codes provided by the service provider	M
7.	The system should be able to reconcile online or digital payments with the NEMA ERP system	M
8.	The system should be able to send a notification with an attached official e-receipt to the user when online payments have been received	M
9.	The system should have functionality for Invoice Top-Ups and other adjustments.	

3.2.6 Finance Module

The requirements below represent the functionalities that will be required by the finance module to manage accounts within NEMA

No.	Requirements	Priority
	Requirement –Payables Management	
1	The system should be able to classify Payables into: Suppliers, projects (Donors), Staff, and Directors/Board in the Master Data base.	M
2	The system should classify Payables as: Services, stock items in stores and Fixed assets.	M
3	The system should enable the accounting process of payables to start at the issuance of LPO and LSO.	M
4	The system should allow consumables (Stock items) to hit Stock account in the Balance sheet at time of receipt of goods upon delivery.	M
5	The system should allow Fixed Assets to hit the various Asset Control Accounts in the Balance Sheet through the subsidiary accounts (Various Asset cards) at the time of delivery of the asset.	M
6	The system should allow stores personnel to expense stock items at the time of issue to user departments (in the respective GL codes)	M
7	The system should be able to value stock using the weighted average cost method in the Balance Sheet.	M
8	The system should be able to provide stock levels and value at any time.	M
9	The system should enable the accountant in charge of payables to pull invoices, goods receipts note, delivery notes from stores when processing payment in the accounts payable module.	M
10	The system should enable the accountant in charge of payables to classify payment in various expenditure categories i.e. construction, consultancy or rent (the various categories should be linked to the correct taxation rates) before processing payment in the accounts payable module.	M
11	The system should produce a unique payment voucher (PV) number detailing the date, PV Number, Payee (Vendor), Description, Invoice Number, Amount, Withholding VAT Amount, Withholding Income Tax Amount, PAYE, Total Amount, Paying Bank and list of approvers.	M
12	The system should enable the accountant in charge of payables to request for payment approval on line and receive a message from approvers upon approval of payment in the accounts payable module for onward remittance to the bank.	M

13	The system should classify various payable taxes in the business master data and at payable module upon request for payment by the accountant.	M
14	The system should expense payables at the final stage of approval of payment in the payables module by the last approver.	M
15	The system should be able to classify all the payable taxes in Balance Sheet.	M
16	Upon payment of the taxes the system should allow the payment to be applied to the respective individual tax items being paid.	M
17	The system should provide for narration in the accounts payable module on the payment being made including the Invoice number being paid.	M
18	The system should provide all the payment detail and evidence that the payment has been approved in case hard copy is printed.	M
19	The system should provide an audit trail of all accounts payable request sent by the payables accountant and all approved payables request.	M
20	The system should allow creation of new vendors only after all information is available i.e. Name, Address, Email, Telephone number, KRA Pin number, Tax exemption (where applicable).	M
Requirements- Accounts payables Reconciliation Report		
21	The system should provide a reconciled aging analysis of outstanding payables.	M
22	The system should provide a listing of outstanding payables at any time (Various subsidiary payables accounts).	M
23	The system should provide a statement of each payable.	M
24	The system should provide payables account analysis report.	M
25	The system should provide posted payment register.	M
26	The system should provide accounts payable trial balance-linking the payables with the general ledger	M
27	The system should provide invoice aging report.	M
28	The system should be able to produce a file template for payments to be uploaded into the KCB i-Bank Portal.	M
29	The system should provide a list of purchase invoices both posted and un-posted.	M
30	The System should create a two tan approval process. Upon initiation of an approval request, the system should send a tan to the approvers phone to input into the system before final approval is done.	M
Requirements- Imprest Management		
31	The system should allow for online approval of memos eligible for imprest processing.	M

32	The system should allow for a self-service module where it is possible for online individual imprest application by all members of staff.	M
33	The system should only allow the filling of one imprest at a time. Staff with un-surrendered imprest should not be able to apply for another imprest until fully surrendered.	M
34	The system should enable the visibility of only the workplan and procurement plan activities in the department where the officer applying for imprest is linked to.	M
35	The system should peg the online imprest application to the available funds in the budget lines.	M
36	The system should be able to separate staff imprest advances from county advances.	M
37	The system should allow for uploading of approved memos for online approval of imprest warrants.	M
38	The system should produce an imprest warrant form detailing: request date, imprest warrant number (IAF); name, personal number, designation, department; amount requested, description and purpose of application; list of approvers	M
39	The system should allow for creation of customer accounts that are linked to the specific batch of imprest i.e. staff of county advances.	M
40	The system should produce a unique imprest warrant number for each application.	M
41	The system should allow all online imprest and surrender applications to go through an accountant for verification before the approval process begins.	M
42	The System should create a two tan approval process. Upon initiation of an imprest or surrender approval request, the system should send a tan to the approvers phone to input into the system before final approval is done.	M
43	The system should provide accounts receivables trial balance-linking the receivables with the general ledger.	M
44	The system should allow a self service module for each member of staff to surrender imprests already issued to them online, including allowing the upload of necessary supporting documents.	M
45	The system should provide a unique imprest surrender number (ISF) that is linked directly to a specific imprest warrant during online surrender.	M
46	The system should produce an imprest surrender form detailing: request date, imprest surrender number (ISF); name, personal number, designation, department; amount surrendered, description and purpose of application; list of approvers.	M
47	The system should be able to produce a file template for warrants to be redirected to cash office in order to be uploaded into the KCB i-Bank Portal.	M
Requirements- Accounts receivables Reconciliation Reports		

48	The system should provide a customer summary aging and detailed aging report.	M
49	The system should provide a customer trial balance and detailed trial balance per period which is date based	M
50	The system should provide a listing of outstanding receivables at anytime	M
51	The system should provide a statement of each receivable.	M
52	The system should provide receivables account analysis report	M
53	The system should provide aged accounts receivable at any time.	M
52	The system should provide accounts receivable trial balance-linking the receivables with the general ledger	M
53	The system should provide invoice aging report.	M
54	The system should provide a customer statement, customer payment receipt, sales invoice, credit memo reports.	M

55	The system should provide an asset tracking number (system number unique to the asset and class of assets), which is a unique identification number. The physical asset should be marked with this identification number, either directly or with an asset tag. The system should be able to have the fixed assets uploaded through an asset card and continuously updated so as to tie the fixed assets sub ledger through the register and the fixed assets GL codes. To this end, asset register details should include: - Asset description. -Manufacturer of the asset. - Serial number, which is the identification number - Assigned to the asset by its manufacturer. -Warranty coverage and expiry date. - Insurance coverage, which is a link to a file containing the detailed insurance coverage. This can be useful when an insured event occurs. - Asset's acquisition date. - Acquisition cost of the asset. - The date the asset was placed into service. -The assets useful life. -The assets net book value. -The system should capture the asset's Physical location. -The system should capture donated assets -The system should capture date of disposal. -The system should classify asset according to various classes -The system should create a fixed asset master data (Register) The system should capture the condition of the Assets The system should be able to depreciate the Assets as	M

56	The system should provide a highly detailed multitude of reporting options (Fixed Asset register queried as per different required parameters and time frame).	M

Requirements – General Ledger

57	A system that can support general ledger reconciliations.	M
58	A system that can support cash / bank account reconciliations.	M
59	A system that can allow for the accountants to upload bank statements directly into the system and link these statements to the cashbook to produce bank reconciliation reports.	M
60	A system that can support a chart of account with a father-son-grandson relationship	M
61	A system which can allow for addition or creation of general ledger codes as the need arises.	M
62	A system that can allow for application/linkage of debit and corresponding credit entries in the ledgers.	M

Requirements – Financial Reports

63	A system that can support linkage of chart of account or general ledger to the Trial Balance.	M
64	A system which can automatically produce an accurate Trial Balance for a given period.	M
65	A system which can automatically produce income statement for a given period.	M
66	A system which can automatically generate statement of financial position as at a specific date.	M
67	A system which can automatically generate statement of cash flow position and cash flow forecasts.	M
68	A system which can automatically generate statement of changes in equity	M
69	A system which can support automatic and instant update of general ledger, Trial balance, Income statement and statement of financial position after every transaction.	M
70	A system which can generate payroll journal ready for updating the General ledger.	M

Requirements – Petty Cash Management

71	The system should allow officers to apply for petty cash online by uploading the approved memos and linking their application to the appropriate workplan and procurement plan activity codes.	M
72	The system should only allow the filling of one petty cash at a time. Cannot be filled for a staff with a pending petty cash.	M
73	The system should produce a unique petty cash voucher number for each application	M
74	The system should limit all petty cash applications to the available budget line	M

75	The system should enable the visibility of only the workplan and procurement plan activities in the department where the officer applying for petty cash is linked to.	M
76	The system should enable a self service module for petty cash surrenders vouchers linking them to the specific petty cash vouchers	M
77	The system should enable automatic posting of petty cash vouchers (PCV) and petty cash voucher surrender vouchers (PCSV) after approval process is finalized.	M
78	The system should enable petty cash reconciliation	M
79	With one click the transaction is instantly reconciled and the petty cash balance immediately updated.	M
Requirements – Cash Management		
80	Receipts can be applied to a specific invoice, imprest warrant and account.	M
81	Distribute cash receipts over one or more invoices, across one or multiple customers.	M
82	Pre-Post Batch review allows last minute corrections including edits, additions and deletions prior to posting.	M
83	Display all transaction details by clicking on the transaction in the bank reconciliation.	M
84	Entries need only be entered once and Cashbook will automatically create the necessary entries for general ledger, Accounts Receivable and Accounts Payable. One audit trail on all cash movement for easier analysis;	M
85	The system should be linked to the bank such that payments made or money receive is automatically reflected in the cashbook	M
86	The system should enable the upload of bank statements that can be used to run bank reconciliations in comparison with the cashbook and identify entries that do no align or any differences thereto.	M
87	With one click the transaction is instantly reconciled and the bank balance immediately updated.	M
88	The cashbook is date driven, giving you running balances for date or period.	M
89	Archive batches of transactions that re-occur on a regular basis, and then recall the batches by retrieving. On retrieval you have the option to assign a new transaction date and fiscal period to the transactions.	M
Requirements – Cash Flow Management		
90	The system should be able to produce cash flow forecasts and cash flow statements linked to the specific general ledgers	M
91	The system should provide a list of cash flow accounts	M
92	The system should provide a cash flow worksheet to reconcile entries	M
Requirements – Revenue		

93	Allows for highly detailed analysis of transactional data through a multitude of reporting options	M
94	Provides up-to-date total revenue	M
95	Enables you to monetize relationships by providing flexible billing schemes, pro-active credit management, and debt/receivables management across multiple customer segments.	M
96	The Collections module enables accounts receivable teams to manage debt ageing and collections scheduling, and take appropriate actions across IT systems, networks, and customer communications.	M

Requirements – Billing

97	The system should be able to provide a data base of the different customers to be billed as per different income streams and amounts to be billed.	M
98	Bill customers one time or on a recurring basis	M
99	The billed amount should not hit the ledger at time of invoicing.	M
100	Manage different payment terms, whether monthly, quarterly or annually	M
101	Bill in advance or arrears, and prorate partial months	M
102	Provide customers with self-service capabilities, allowing you to provide faster, more efficient service and increase customer satisfaction	M
103	Providing pre-built integration of billing processes including order management, project billing, recurring billing and accounts receivable. Provides a single view of the customer, centralized management of customer data	M
104	Be able to be integrate with the Bank to automate the receipting process.	M

Requirements – Budget Preparation

105	The System allows for the annual budget amounts to be automatically allocated to monthly amounts.	M
106	Allows for projections and historical analysis of data over a period of time.	M
107	The System has features for developing a budget based on combinations of historical trends, or automatically from base budgets, or on user projected amounts.	M
108	The System has the ability to report budgets on a consolidated basis, by division, department or projects/program, for a specific set of accounts, or a combination of both.	M
109	The System has the flexibility to record "notes" electronically against budget estimates.	M
110	Allows for on-line input of budget estimates as well as summary reporting on estimates during the preparation and review process.	M

111	The System maintains budget detail information in support of budget estimates.	M
Requirements – Budget Monitoring		
112	The System maintains a revision history to the approved budget.	M
113	The System supports user definable Report of Budget variance	M
114	The system allows visibility of the budgets (workplan and procurement plan) only to users of the responsible department	M
115	The System has flexibility in projecting actual year-end balance. For example, adding monthly budget amounts to the current account balance; using the current balance, and using the same algorithm for monthly budget allocation, project the year-end balance (i.e. projection based on actual)	M
116	The System produces standard budget reports grouped by various methods (expenditure type, department, division, etc.)	M
117	The System supports summary reporting on capital projects including totals by type of project, type of expenditure and source of financing.	M
118	The system has an ability to categorize funds usage in terms of commitments, expenditures and balances available accurately. It should in turn be able to effectively expense, commit and de-commit to reflect the correct balances.	M
Requirements – Invoicing		
119	The system should make invoice generation quick, easy and accurate. Invoicing should be linked to the payment process. Invoices may be created with an unlimited number of line items.	M
120	Flexible invoice generation throughout the system allows a variety of Automatic and Manual invoicing options and functions including: • E-mails invoices automatic to specified customer contacts (Emails) • Extensive built-in reporting features highlight invoicing activity including; Invoice Register, Accounts Receivable-Detail Aging, • Accounts Receivable-Summary Aging, Un-posted Invoices, and more • Paperless option electronically sends invoice to designated contact immediately	M
121	The invoiced amount should not hit the ledger at time of invoicing.	M
Requirement – Accounts Status Management		
122	A customer's account status can be quickly checked, either through reports or on the screen.	M

	Requirements	
123	Instant access to customer's current status and account aging information with visibility of credit hold, account balance, total amount past due and more.	M
124	Summarizes invoice activity for each customer by GL year and period.	M
125	"Customer Ledger Inquiry" instantly provides a complete history of all transactions that have been made against a customer	M

3.2.7 Payroll Module

The requirements below represent the functionalities that will be required by the payroll master to manage payroll within NEMA

Requirements	PRIORITY
PAYROLL MANAGEMENT	
Earning and Deduction Codes Employee salary card 1. Posting group for GL 2. Tables for statutory deductions (NSSF Tier I& II, NHIF, Housing levy & PAYE) 3. Employee Bank Details Periodic activities 1. Pay periods 2. Payroll journal 3. Payslip and P9 emailing 4. EFT upload 5. Loans & Other deductions 6. Salary increment portal 7. Payroll data import portal 8. Salary scales and link to Basic salary 9. Non-Payroll receipts Reports 1. Company payslip 2. Master Payroll summary Report 3. Payslips 4. P9 Form 5. P10 A – list 6. P10 – Employer certificate 7. PAYE	M

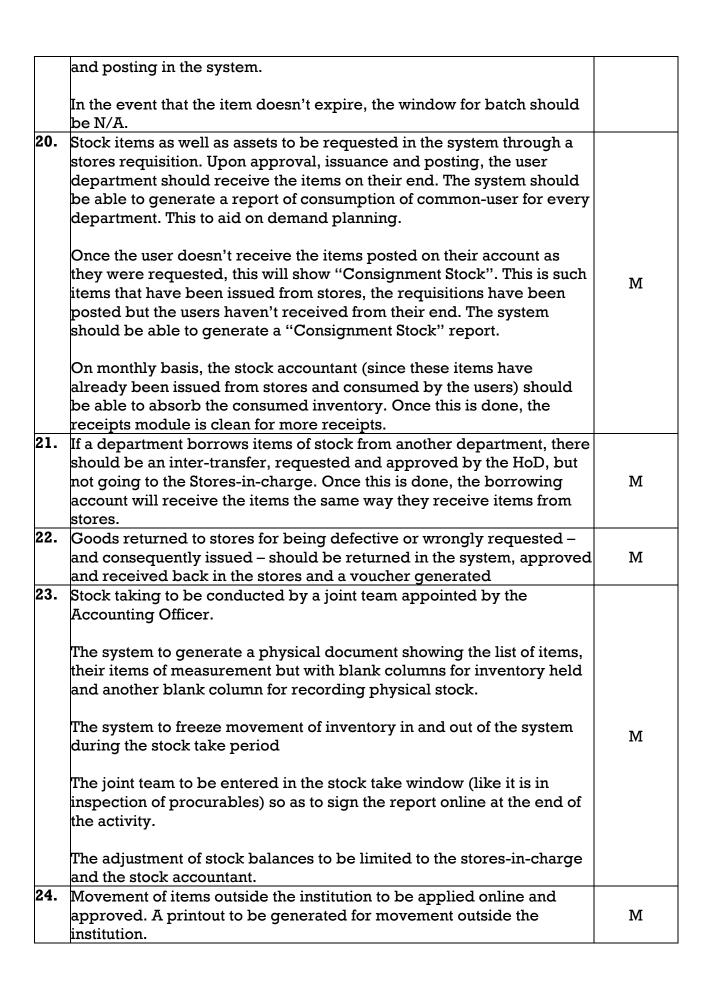|	
8. NHIF 9. NSSF 10. Deductions summary 11. Earnings 12. Bank report per bank 13. Pension both employee & Employer 14. Sacco's 15. Insurance 16. Net pay for EFT 17. Payroll Reconciliation / Variance analysis 18. Error Reports – To show employees without Pin, Account no, NSSF, NHIF numbers and other customized reports. i. Salary structure and Salary Scales to be uploaded in the system - This is to automate annual increments to be done monthly for staff who are due/qualify. It is also to be linked to the employee data management table. This will also ensure house allowance and commuter allowances are populated once an employee is created by Human Resource. The house allowances will be as per the clustered SRC circular rates. ii. Payslips and P9 forms – to be created under self-service. iii. Leave pay to be automated to the lower of Kshs.50,000 iv. Non-renewed contracts – to automatically terminate in the payroll and also to compute salary pro-rata in the last month of exit. v. 30 days alerts prior to contracts/ employment termination. - to inform payroll on the upcoming exits. vi. Insurance policies which qualify for insurance relief to pick it automatically- vii. All payroll deduction reports to be mailed to the respective institutions. Emails to be set-up. viii. Payroll journal summary to be generated from the system ix. Once payroll is approved a Payment Voucher number to be generated and also Payroll journal is generated for posting to the General Ledger. x. Payroll deductions report (text file) to be generated from the system- the bank details provided to be uploaded in the system. xi. Non-payroll receipts – to upload shares receipts employees pay outside the payroll xii. Error reports to be introduced. E.g. staff without bank accounts, pin no's, NSSF, NHIF etc.	

3.2.8 Supply Chain Module

The requirements below represent the functionalities that will be required by the supply chain module to manage the procurement regimes within NEMA

No.	Requirements	Priority
1.	Ability to define a detailed procurement plan in the format approved in the PPADA 2015 and Regulations 2020 that is linked to the Budget.	M
2.	The system should allow users in all the regions and HQ to prepare, edit and submit the Procurement Plan For approval.	M
3.	The system should provide a link between requisitioning, ordering, receiving, storing, issuing and should generate all the required reports at every level of procurement.	M
4.	Ability to generate report for items reserved for AGPO as per the ACT.	M
5.	Ability to analyze current status of procurement plan, Implementation: Planned Vs Actual and generate monitoring Reports.	M
6.	Ability to prompt users on planned procurement timelines	M
7.	Allow users to submit their need to revise their plan and allow necessary approvals	M
8.	Should allow SCM to seek approval of the consolidated Procurement Plan and communicate back to user. Ability to communicate the board resolution through the system.	M
9.	Ability to scan and attach documents related to Procurement plan	M
Supplier Appraisal/ Vendor Management		
10.	The system should support multiple addresses and contact	M
11.	Capture suppliers/contractor and subcontractor details: System should keep necessary supplier information such as: • Name • Supplier code • Business Location • PIN registration • Suppler VAT No. • Supplier Type (service, goods or works) • Contact persons	M

	• Contact Number	
	• Email address	
	• P.O Box Number	
	• Default payment currency	
	• Default bank account (EFT details)	
	• Lead Time	
	• Pricing	
	• Payment Methods	
	• Payment Terms	
	• Special Groups (AGPO)	
	• Should enable supplier information to be accessed by different user categories with respective privileges (such as SCM, finance etc.)	
	• Multiple classification schemes for suppliers such as by product type, national/ international, YAGPO/standard among others	
12.	Ability to tie Items to supplier during reporting/ enquiring	M
13.	Ability to rate a supplier's /contractor's performance that may lead to blacklisting them.	M
14.	Ability for end users to anonymously evaluate supplier performance.	M
15.	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	M
Inventory Management		
16.	The purchase requisitions to be tied to items or assets which are procurable. This calls for creation of that item code, prior to raising the requisition for stores replenishment or purchase of such item. This to be necessitated by a procurement plan which is fed in the system when itemized. The procurable items in the purchase requisition to have a dropdown to specify if it is a stock item, asset or non-stock item. Non stock item to be services and works. GL should be a separate dropdown tied to either of the above. The Purchase Requisition to have a window for justification of the replenishment, fitness of purpose and the intended use so as to	M

	determine the period such an item(s) of stock will be held in stores.	
17.	The system to assign new unique stock codes upon prompt. This to be sequential. The item codes to have an option of de-activation (not deletion) incase such an item of stock is ceases to exist. The items created to have windows for data input warranting generation of reports. Creation of new items so as to raise a requisition to be limited to Stores-in-Charge and Stock Accountant The item prices to remain as they are in the procurement plan, to be adjusted as per the market prices in the tender or quotations, but capped by the procurement plan price. Any adjustment above procurement plan price to be approved procedurally as the relevant law or policy may require.	M
18.	Maximum stock level – Every item of stock created in the system (other than assets) to have a maximum stock holding level, preset based on consumption patterns and demand level. The levels caps replenishment, and an item of stock to be replenished to the tune of the maximum stock level, respecting the balance of stock held at such a time of replenishment. Minimum stock level – Every item of stock created in the system (other than assets) to have a minimum stock holding level, preset based on consumption patterns and demand level. Re-order level – Every item of stock created in the system (other than assets) to have a re-order level.	M
19.	A window for inspected committee to be provided. Upon appointment by the Accounting Officer, the committee members to be input in the system tied to the LPO for such goods, services and works to be inspected. After inspection and submission by all, an inspection report to be generated from the system. To appreciate partial delivery, there should be an option to pick only what is to be inspected, from a bulk LPO Since the items received (inspected and accepted) are tied to their respective entries (stock or assets) they are to be posted in the system and thus update the stock ledger or asset ledger respectively. Once the asset has been tagged, details to be further updated in the asset management window. All this a Goods Received Note should be auto-generated. As some a times receipt of items can be partial, the system should allow partial posting and the balance posted later. For perishable items, entry in the system will be updated with batch and expiry dates. Issuance to be as per batch to observe FIFO. For these items, the lifespan should not be less than 75% from the date of manufacture unless there is an adequacy in the market or there is urgency. This should be a basis for receipt, inspection, acceptance	M

	and posting in the system. In the event that the item doesn't expire, the window for batch should be N/A.	
20.	Stock items as well as assets to be requested in the system through a stores requisition. Upon approval, issuance and posting, the user department should receive the items on their end. The system should be able to generate a report of consumption of common-user for every department. This to aid on demand planning. Once the user doesn't receive the items posted on their account as they were requested, this will show "Consignment Stock". This is such items that have been issued from stores, the requisitions have been posted but the users haven't received from their end. The system should be able to generate a "Consignment Stock" report. On monthly basis, the stock accountant (since these items have already been issued from stores and consumed by the users) should be able to absorb the consumed inventory. Once this is done, the receipts module is clean for more receipts.	M
21.	If a department borrows items of stock from another department, there should be an inter-transfer, requested and approved by the HoD, but not going to the Stores-in-charge. Once this is done, the borrowing account will receive the items the same way they receive items from stores.	M
22.	Goods returned to stores for being defective or wrongly requested – and consequently issued – should be returned in the system, approved and received back in the stores and a voucher generated	M
23.	Stock taking to be conducted by a joint team appointed by the Accounting Officer. The system to generate a physical document showing the list of items, their items of measurement but with blank columns for inventory held and another blank column for recording physical stock. The system to freeze movement of inventory in and out of the system during the stock take period The joint team to be entered in the stock take window (like it is in inspection of procurables) so as to sign the report online at the end of the activity. The adjustment of stock balances to be limited to the stores-in-charge and the stock accountant.	M
24.	Movement of items outside the institution to be applied online and approved. A printout to be generated for movement outside the institution.	M

25.	The inventory should be updated real-time. Once a stores requisition issued has been posted, the stock or asset ledger should be updated real-time. The balance should run below zero. A stock status report to be generated to show the amount of stock held and have different filters such as movement history, price, age, stock held, the LPO, supplier who supplied, date and such.	M
26.	The system should be able to send the following notifications; ✓ Re-order level ✓ Pending approval ✓ Optimum stock levels reached ✓ Near expiry – since for perishable items, entry in the system will be updated with batch and expiry dates.	M
27.	Ability to receive quotations electronically from suppliers	M
28.	Ability to open quotation electronically through an authorized committee	M
29.	Ability to record date and time of receipt of supplier quotations	M
30.	Ability to analyze quotations	M
31.	Specifications issued during purchase requisition should be available during evaluations and inspections	M
32.	System should electronically store the minutes to each Purchase request. In particular, the Evaluation committee reports should be linked to the purchase requisition	M
33.	No amendments to confirmed minutes/ signed reports should be allowed by the system.	M
34.	Management of addendums of additional information to the subject of tender arising from inquiries from vendors.	M
35.	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.	M
36.	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.	M
37.	System should be able to capture and calculate the cost comparison for bids received by retrieving the information from the captured bids' details.	M
38.	The system should be able to capture the technical Evaluation and financial criteria including Mandatory criteria Detailed evaluation showing minimum score/merit for which the bidder proceeds to the next level	M
39.	The system should provide a linked timeline of all the activities related to a particular purchase request from the time the user raises the	M

	requisition to the point the supplier gets payment .where there are any deviations from the happy path, the 98 | P a g e system should keep a record of this and provide alerts where necessary.	
40.	Inspection and Acceptance information • The system should prepare an I &A certificate at every stage of procurement with provision of relevant committee members signatures	M
41.	System to provide a portal for bidders to access and support procurement through electronic reverse auction	M
42.	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 for reference in its future tenders.	M
Registration of Suppliers and Contractors		
43.	Vendor Registration Process that takes into consideration among other documents, specific contacts including general email addresses e.g., yahoo, Gmail, Hotmail etc...	**M**
E-Procurement		
44.	Supply Chain Department would wish to implement the E-procurement which involves the introduction of electronic processes to support the different phases of a procurement process and it may include one or more of the following processes: • Budget and yearly procurement plan: It could help to streamline the approved budget to procurement plan and then identify the appropriate tender procedures and schedule. It can be used for checking the available budget for each tender procedure automatically. • E-advertisement: the publication of tenders and procurement notices (calls and advertisements) on the Internet, further to that the tender documentations are available for downloading • E-submission: the submission of bids online, • E-evaluation: the bids are opened and evaluated online without the necessary of meeting in person, • E-awards: the final selection of suppliers, • E-noticing: sending notification to the selected and non-selected bidders in electronic way, e-contracting: preparing the contracts electronically from templates, exchanging them using electronic ways, distributing, and storing the signed contract electronically, • E-ordering: the automatic placement of orders online (including electronic markets), • E-invoicing: the provision of electronic invoices, • e-payment: the online payment of contracts. • Tender evaluation. The system should only allow the members of the evaluation Committee access to the submitted documents within the evaluation environment.	M

	• Uploading the signed Evaluation Report – Once the evaluation has been completed, the system should upload this report to a platform where only authorized users may access it. • Professional Opinion – The system should be capable of generating a professional opinion from the information availed in the format provided and • Award and Regret 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.	
45.	Acceptance of Awards – The system to allow for the submission of acceptances online by the notified successful bidders.	M
46.	Allow for upload of the negotiation results in PDF format by the authorized users being members of the negotiation committee. 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 required contract preparation documents.	M
47.	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.	M
48.	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 for reference in its future tenders.	M
E-Procurement		
49.	Supply Chain Department would wish to implement the E-procurement which involves the introduction of electronic processes to support the different phases of a procurement process and it may include one or more of the following processes: • Budget and yearly procurement plan: It could help to streamline the approved budget to procurement plan and then identify the appropriate tender procedures and schedule. It can be used for checking the available budget for each tender procedure automatically. • E-advertisement: the publication of tenders and procurement notices (calls and advertisements) on the Internet, further to that the tender documentations are available for downloading • E-submission: the submission of bids online, • E-evaluation: the bids are opened and evaluated online without the necessary of meeting in person, • E-awards: the final selection of suppliers, • E-noticing: sending notification to the selected and non-selected bidders in electronic way, • E-contracting: preparing the contracts electronically from templates, exchanging them using electronic ways, distributing,	M

	and storing the signed contract electronically, • E-ordering: the automatic placement of orders online (including electronic markets), • E-invoicing: the provision of electronic invoices, • e-payment: the online payment of contracts. • Tender evaluation. The system should only allow the members of the evaluation Committee access to the submitted documents within the evaluation environment. • Uploading the signed Evaluation Report – Once the evaluation has been completed, the system should upload this report to a platform where only authorized users may access it. • Professional Opinion – The system should be capable of generating a professional opinion from the information availed in the format provided and • Award and Regret 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.	
	Suppliers Web Portal	
50.	The system should provide an online platform where suppliers can: 1. Register to be NEMA suppliers; 2. Bid for Tenders/Submit Quotations etc; 3. Check on Status of Submissions; 4. Accept Offers for Provision of Goods and Services; 5. Submit Invoices; 6. Check Status of Payments.	
51.	Acceptance of Awards – The system to allow for the submission of acceptances online by the notified successful bidders.	M
52.	Allow for upload of the negotiation results in PDF format by the authorized users being members of the negotiation committee. 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 required contract preparation documents.	M
53.	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.	M
54.	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 for reference in its future tenders.	M
	Disposal Process	

55.	The System should generate the Disposal plan as per the format provided in PPADA,2015	M
56.	Manage the process of disposal of items capturing all details such as the technical evaluation reports , disposal committee deliberations, recommendations, invitations for bidders, evaluations of bids , awards , actual collection of items by buyers	M
57.	Once appointed by the Accounting Officer, the committee members to be fed in the system for report generation.	M
Procurement Planning		
58.	Generate a procurement plan linked to the Authority's approved budget and approved Departmental work plans.	M
59.	Ability to allow online requisition of items by specifying: Name; Quantity; Vendor/Supplier; Estimated amount; Unit of Issue; and Brief description of goods/services.	M
60.	Ability to link requisition to the approved Procurement Plan.	M
61.	Ability to allow online approval of requisition	M
62.	Permit the requestor to view the status of requisition	M
63.	Automate the entire Procurement process, analysis and award process based on various thresholds'.	M
64.	Set timelines and reminders to various actors' involved in the Procurement Process.	M
65.	Capture details of Service Orders such as the supplier details, amount, input VAT, nature of goods/services, date and unit of issue.	M
66.	Link a purchase order to a requisition.	M
67.	Generate automatic purchase orders/sales orders with a unique order number for each order placed.	M
68.	Print disclaimers on the purchase orders with respect to price variations from original quotations.	M
69.	Allow online approval of purchase orders.	M
70.	Provide the approver of a purchase order with access to budget information.	M
71.	Ability to automatically alert purchase order approver of orders waiting for approval/delivery.	M
72.	Facility to set and maintain authorization levels (workflow) of local purchase orders with different approval hierarchies.	M
73.	Maintain a record of rejected purchase orders.	M

74.	Ability to create goods receipt note that is linked to a purchase order and requisition	M
	Ability to maintain a record of all payments and purchases made per supplier.	
75.	Facility to set authorization workflow of budget line items approvals.	M
76.	Vendor creation of suppliers details	M
77.	Maintain the annual procurement budget balances	M
78.	Registration of suppliers under various categories separating AGPO Categories and general as specified on the procurement plan	M
Contract Management		
79.	Ability to reference Procurement module which indicates those requested services for which contracts require to be drawn and attachment of relevant documents (Tender /Procurement Committee minutes, requisition etc.)	M
80.	Ability of the contract officer to draft contract online and forward for necessary approvals.	M
81.	Ability to assign staff a specific contract and escalate in case more technical engagement is required.	M
82.	Ability to generate reports based on the following criteria: • Those due to expire within a given period • Those assigned to a specific staff • New contracts signed within a specified period.	M
83.	Ability to integrate with Vendor Accounts in Finance for payment purposes.	M
84.	Ability to integrate with M&E module in Knowledge management system for contract monitoring implementation/progress/status	M

3.2.9 Human Resource Module
The requirements below represent the functionalities that will be required by the Human Resource module to manage human resource capital within NEMA

No.	Requirements	Priority
Employee Management		
1	Maintain employee Bio data and allow update, upload of personnel records with photo and academic qualifications history Next of kin and beneficiaries	M
2	Capture and store employee insurance and medical details with respect to employee ID	M
3	Allow different levels of access and processing rights to ensure complete confidentiality	M

4	Manage multiple cycles/ frequencies (daily, weekly monthly, annually) and payment levels(Basic pay, Housing allowance, Commuter allowance, leave allowance and other categories as per HR Policies and customize any required field of payment	M
5	Group employees in different categories (Workstation, Departments and Sections)	M
6	- Reports – Staff appointment by name, gender, grade, P/No, Job title/designation, ethnicity, county of origin, employee qualifications, directorate/department, date of first appointment, date of birth, retirement date, beneficiaries, length of service. ➢ Ability to generate the following reports; - Current Workstation by county - PWDs - Next of kin details - Terms of service e.g. P& P, contract, temporary (casuals) - Employee absence – should be linked to the leave manager and biometric system - Promotion trail i.e. Date of last promotion and date due for next promotion - Staff movement trail - transfers - Exits report e.g. resignations, retirement, dismissal/ termination and death. Should have a range/period filter and last date of work - Date of conversion from contract to P & P – This should be linked to payroll in order to automatically pick on annual increment. - Skills inventory report both individually and for all employees. - Exits alerts i.e. alerts on expiry of contracts or termination of casuals to be received by payroll 30 days before expiry. All exits and non-renewed contracts to automatically de-activate from payroll and also to pay pro-rata on the last month. Integrated reporting – All reports under employee data management can be populated/produced in one report i.e. you can get details of staff name, gender, P/No, grade, date of Birth, ethnicity, job title, date of first appointment etc. under one report.	M
7	Customized view of employee details with relevant information	M

8	Performance management: appraisal system management/ completion of self-appraisal forms/track appraisal status	M
9	Manage Training & development of staff, maintain training programs attended, provide training report	M
10	Able to generate adhoc reports for external use statutory reporting e.g. PWDs, etc.	M
11	Management information and operational reporting – at department, division and central levels	M
12	Ability to recruit staff and man power planning	M
13	Ability to generate Employee Master Database	M
14	Generate organization structure as per NEMA HR policy	M
15	Management of separation (Retirement/ Resignation/ Termination and Death)	M
16	Management of employee disciplinary action & vigilance	M
17	Management of employee transfer & Postings.	M
18	The system is capable of employee and manager self-service	M
19	Management of Disciplinary process	M
20	Staff grievances handling.	M
Leave Management		
21	• Leave requests – under employee self service • Reports: Leave balances, staff on leave, staff due for leave, staff leave awaiting approval, leave analysis, • Ability to automatically carry forward leave balances for all staff at the end of the year (maximum limit of 15 days) • Leave recall report – When recalled from leave, the supervisor should update in the system and the system should automatically update the end date of the leave. Should be linked to the biometric system • Ability to automatically deduct all national holidays that fall on weekdays • Include a period filter under staff on leave • Leave allowance status report – should be linked to payroll and should be paid upon going for leave. • Sick offs – Once an employee gets sick off from the doctor, he/she should upload it in the system under the employee self - service portal and send it to the supervisor for approval. Once approved by the supervisor it goes to HR.	M

	• Sick off report	

Recruitment			
22	Recruitment Portal The system should have an online portal that allows: 1. Applicants to register and upload CVs and testimonials; 2. Applicants to be able to manage their profiles (updating their personal details); 3. Internal and External Applicants apply for various vacancies; 4. Applicants to check status of their submitted applications.	M	
23	Online Job applications Set up – recruitment stages, course set up, professional bodies, vacant establishments, recruitment needs, advertisements, list of academic courses, educational levels, academic grades, professional bodies, professional levels, membership bodies, membership category & O level subjects	M	
24	Ability to shortlist – Include a job application form to be filled by applicants which can help in shortlisting Notification for unsuccessful candidates/applicants	M	
25	Successful candidates should be linked to employee data manager – personal details filled during job application to automatically populate/update in the employee data manager such as home county, gender, date of birth, ID no. etc.		M
26	Approved staff establishment to be updated in the system to guide recruitment. Create a linkage between employee data manager, staff establishment and recruitment module. After exit the system automatically creates a vacancy in the establishment and in the recruitment module. At any given time the system should provide a report for all vacant positions.	M	
27	Reports • Applicants profile summary • Successful and unsuccessful candidates • A report on the new hires – should have a range filter e.g. a report of all employees who joined from January to December 2021 with their respective dates of joining.	M	
Training Management			M

28	• Training Needs Assessment – Has training request questionnaire • Training needs • Draft training plan • Approved training plan	M
29	Training Needs Assessment – The training request questionnaire to be taken to the employee self- service portal where employees can request their own trainings	M
30	Training requests to include estimated training cost, the training institution, duration of training, job group and date of joining.	M
31	The person in charge of training should be able to access the TNA report for individuals and all employees.	M
32	Once employees are trained, each to update and upload the certificate in the training management employee self-service portal for verification and approval by the person in charge of training.	M
33	Once approved, it automatically updates in the employee data manager under qualifications and also updates the training requests in the TNA	M
34	Training requests form the draft training plan and should be submitted to HRMAC for approval. Only approved trainings will be approved by the person in charge of training and this populates the approved training plan.	M
35	Reports – TNA report, staff training list (staff trained in a particular period with the name of the training/course, duration, training institution etc.)	M

3.2.10 Fleet Management module

The requirements below represent the functionalities that will be required by the fleet manager to manage all vehicles within NEMA.

Fleet Management		
1.	Management of work tickets to capture authorization and mileages.	M
2.	The system should capture daily usage of vehicle.	M
3.	Management of vehicle service/repair	M
4.	Inspection for Statutory Requirement for commercial vehicles.	M
5.	Handling of Motor Vehicle Accidents	M
6.	Vehicle fuel consumption report as per the work ticket.	M
7.	Motor Vehicle summary report for vehicle usage.	M
Help Desk Module		
8.	The system should be able to categorize various tickets according to priority and nature of reported support	M

	ticket	
9.	The system should be able to issue ticket numbers	M
10.	The module should be linked to Active Directory to be able to track officer (s) who have reported incident and notify them appropriately	M
11.	The module should be able to escalate a ticket	M
12.	The module should be able to assign target officer(s) tickets	M
13.	The module should be able to generate requisite reports	M

3.2.11 Incident Management

a New Incident Management
The key objective of new issue management is logging new issues into the system either directly or through the incident reporting app.

No.	Requirement description	Priority
1.	The system must provide means for a staff member to record and handle request/ issues that are called in or issue submitted through the mobile application form by clients to the helpdesk.	M

2.	The system must have a Master file for logged incident with the following details:
	   i. Incident number
	   ii. Summary of the Incident (restricted to a number of characters)
	   iii. Incident Classification (Category A,B,C)
	   iv. Details of the Incident (including facility and associated licenses)
	   v. Name and details of the client
	   vi. Date
		M

3.	The system should flag keywords in incidents logged that have a large impact on the environment, for example, an. Oil Spill	M
4.	The system must have the capability to record notes added by the staff member of all the work they have done related to an incident.	M

5.	The system must support changing of status of the incidents such as:
	   i. New
	   ii. Assigned
	   iii. Referred
	   iv. In progress
	   v. Resolved
		M

6.	The system must allow feedback to the reporter on status and progress of the incident.	M

No.	Requirement description	Priority
7.	The system must have a search and filter functionality in order to trace incidents easily	M
8.	The system must allow the user to filter the incidents by date, category, priority and status. Only the records that match the input entered by the user in filtering field will be displayed.	M
9.	The system must enable the user sort the issues displayed in search result page by more than one field. For example, user can sort the records by reference ID in ascending order, following by priority in descending order and category in ascending order.	M
10.	The system must have the capability to quickly identify incidents of particular types/facilities which are logged frequently.	D

b   Knowledge Base/FAQs

The helpdesk knowledge base or FAQs is a database of diagnostic information that will help NEMA staff solve the issues. Built-in knowledgebase will enable the organization to deliver fast, accurate and consistent answers, improve support level to users and increase their satisfaction.

No.	Requirement description	Priority
1.	The system must have a search function in the system that is able to retrieve the data from the knowledge base according to the keyword entered by the user.	M
2.	The system must be able to share information with other systems such that the knowledge base can get data such as payments and registration numbers among others from other systems.	M
3.	The system must support filtering of data while using the search function. The search function must return the records within certain period according to the 'date from' and 'date to' selected by the user in filter fields. If the filter fields are not specified by the user, then all the records that match the keyword entered by the user shall be displayed in the search result page.	M
4.	The system must allow the authorized user to add solution and update the solutions stored in knowledge base.	M
5.	The system must have the capability to restrict who can add/modify articles to the knowledgebase (e.g. all staff, only certain staff member), dependent on the area of the knowledgebase. For example, only finance team would be able to add/modify articles on that payment subject matter.	M

No.	Requirement description	Priority
6.	The system must have a 2-tier knowledgebase: i. Articles for Service Desk analysts/ IT staff ii. Articles for end-users and clients	M

c Workflow Escalation

The key objective of the workflow escalation is to keep track and manage the logged issues/tickets till they are resolved.

No.	Requirement description	Priority
1.	The system must have a login function to ensure that the system can only be accessed by authorized user.	M
2.	The system must be customizable and configurable by the administrator	M
3.	The system must allow the user to filter the issues by date, category, priority and status. Only the records that match the input entered by the user in filtering field will be displayed.	M
4.	The system must have the capability to create multiple groups / ticket stacks for different resolver groups to use in managing their queue	M
5.	The system must be able to quickly show summary of an incident without having to go into each one – this would be especially useful at start of day for reviewing calls	M
6.	The system must adhere to the ITIL principles, in particular Incident Management and Problem Management	M
7.	The system must have the capability to allow the administrator to set the service level for each combination of assigned groups and call priority by using the escalation form, such as to calculate the service level in business hour/clock hour, the amount of time before a response time escalation is sent etc.	M
8.	The system must be able to send problem alerts to the administrator automatically for issues that are nearing Support Level Agreement deadlines.	M
9.	The system must be able to notify the helpdesk administrator about the unresolved issue	M
10.	The system must allow the administrator to reassign issues automatically to other staff members based on specified criteria issue actions that is define such as "issue escalated", "issue reassigned", or "issue exceeds time"	M
11.	The system must be able to notify the staff members by email or visual display whenever an issue is assigned to them	M
12.	The system must have the capability to allow the administrator to change the status of an issue from open	M

No.	Requirement description	Priority
	to close as the issue successfully passes through the required steps	
13.	The system must have In-application and / or email notifications to alert when updates are received for tickets or at pre-defined times in the SLA timeline	M
14.	The system must allow users to upload / attach screenshots or documents when updating or logging tickets	M
15.	The system must have a functionality to allow moving tickets between resolver groups for further work	M
16.	The system must support follow up and tracking of incidents by the user who logged the issue	M

17.	The system must be able to group incidents for related issues (e.g. 10 incidents about "system login issues"), in a parent-child relationship, with the parent being either the identified problem or another incident:
	   i. Must be able to close all child incidents with a single action (and all users notified with the same response)
	  ii. Must be able to quickly and easily link an incident to any other incident (or a problem), either as parent or child
		M

d   **Incidents Reporting and analytics**

The key objective of the reporting and analytics is to be able to facilitate the generation of various reports for top management analysis and decision making.

No.	Requirement description	Priority

1.	The system must have the capability to generate customizable reports for the system administrator such as among others:
	    i. Incidents resolved in a week or a month
	   ii. Unresolved incident
	  iii. Incidents assigned to a specific NEMA staff member
	  iv. Incidents worked on by a specific user
	   v. Incidents loaded on a specific date
		M

2.	The system shall be able to e-mail report automatically on a daily, weekly or monthly basis to specific persons/groups (e.g. every day at 7pm)	M

3.	The system must have the capability to give at-a-glance view to the authorized users (upon logging into the software):
	   i. Total number of open incidents
	  ii. Total number of open incidents which are unassigned
		M

No.	Requirement description	Priority
	iii. Total number of open incidents assigned to him/her iv. News of the day – any announcements regarding planned system downtime, current major outages (as announced by the Helpdesk manager), and current top problems.	
4.	The system must support selection of the report type by the system administrator (from a list of types such as--by category, by department, by inspector, expert, by priority, by requester, by location).	M
5.	The system should have a map window where a where thematic maps can be generated and displayed to have an overview of number of incidents, licenses, permits etc. per location. The map window should support satellite view and street map view.	M
6.	The system must allow the helpdesk administrator to be able to graph data to look at how incidents are distributed and analyze trends.	M

3.2.12 Incident Reporting Mobile Application

The key objective for the incident reporting mobile application is for the public to report incidents that require NEMA to take action.

No	Requirement description	Priority
1.	The mobile application should be developed for Android 10+ and iOS 9+ mobile operating systems	M
2.	The application must have the capability to allow access to the general public	M
3.	The application should allow a user to select the category of incident e.g. pollution, degradation, waste etc.	M
4.	The application should allow a user to select the type of incident e.g. noise, air, solid waste dumping etc.	M
5.	The application should allow a user to provide the location of the incident in form of the county, village and or street address	M
6.	The application should be able to capture the coordinates of the area being reported on	M
7.	The application should support maps	M
8.	The application should allow users to utilize a "location pin" to indicate the location of the incident being reported on a map.	M
9.	The application should allow a user to upload evidence on an incident report e.g. a video clip or photo	M
10.	The application should allow a user to track the status on the response to the incident they reported	M
11.	The application should be able to share incident	M

No	Requirement description	Priority
	reported data with the Incident Management module to facilitate the resolution of reported incidents	
12.	The application should support questionnaires to facilitate surveys to be conducted	M

3.2.13 Enforcement Module

The requirements below represent the functionalities that will be required by the Enforcement module.

3.2.13.1 Environmental Audit:

No	Requirement Description	Priority
	Report Submission:	
1	The system must be able to provide a template for audit submission based on sectoral requirements, see Annex I.	M
2.	The system must indicate the fields that are required and those that are optional, and if a field is required the applicant should not be able to continue if that field is empty.	M
3.	The system should give the an option of choosing the type of audit being submitted i.e. audit (self) or control audit (back office)	M
4.	The system must support upload of documents in pdf, jpeg, png and docx format.	M
5.	The system must have a comments window where reviewers can indicate comments and remarks about the actions taken.	M
6.	The system must allow NEMA personnel in charge of requests to view the details of the requests including viewing the uploaded documents.	M
7.	The system should enable generation of trigger alerts when audits are due or delayed	M
8.	The system should have a linkage between other modules like Licensing, experts, permitting, clearance etc. and stakeholders- Lead agencies	M

3.2.13.2 Environmental Control Audit Module

No	Requirement Description	Priority
1	The system must be able to provide a template for audit submission based on sectoral requirements (to get a drop down for sectors) - use the Template provided in the Annex I.	M
2.	The system must be able to allow for selecting from a drop down the audit reports submitted and reviewed.	M

No	Requirement Description	Priority
	After selecting, the system should populate details of the audit report and review comments with provision of control audit remarks, findings and compliance requirements.	
3.	The system should enable generation of a compliance plan derived from compliance requirements column.	M
No	Requirement Description	Priority
1.	The system must be able to provide a template for audit submission based on sectoral requirements (to get a drop down for sectors) - use the Template provided.	M
2.	The system must be able to allow for selecting from a drop down the audit reports submitted and reviewed. After selecting, the system should populate details of the audit report and review comments with provision of control audit remarks, findings and compliance requirements.	M
3.	The system should enable generation of a compliance plan derived from compliance requirements column.	M
	Audit Report Review	
4.	The system should support online review of audit reports against established review criteria	
5.	The system should allow the review of audit reports to be handled by different staff users.	
6.	The system should allow a Section head to assign reviewers for each application	
7.	The system should allow a section head to assign relevant Lead agencies (e.g. KWS, KEFRI, KEMFRI) to provide comments on the report that is relevant to their sector	
8.	The system should send notification emails to the reviewers indicating the report they have been assigned to review	
9.	The notification email sent to the reviewers should contain a hyperlink that should direct the reviewer to log into the licensing system	
10.	The system must indicate applications pending review in the dashboard of the users who have been assigned a review role.	
11.	The system should support compilation of Issues and generation of Improvement Orders after evaluation of reports	
12.	The systems should be able to send a signed and sealed Compliance letter in form of email to the applicant	
13.	The system should consolidate all comments addressed by the applicant.	
14.	The system should be able to consolidate review comments made during the review process	

No	Requirement Description	Priority
15.	The system should be able to send a reminder to all reviewers to share comments or responses. This also includes Lead agencies which are providing comments	

3.2.13.3 Inspection Module

No	Requirement Description	Priority
1	The system must be able define the type of Inspection (i.e. Scheduled or Incident Related).	M
2.	The system must be able to provide a template for inspection as attached (see Annex II)	M
3.	The system should consolidate compliance records/ summary of the facility to be inspected from other modules- Licensing, permits, Incidents and audits	M
4.	The system should enable generation of an Inspection Report and serialized, with QR codes Improvement Notices.	M
5.	The system should be able to design a mobile app for this module allowing inspectors to use the AD credentials to access it.	

3.2.14 Case Management Module

The requirements below represent the functionalities that will be required by the case management module. This module manages cases that arise as a result of:

    i.   Criminal cases
    ii. Civil cases

No	Requirement Description	Priority
Case file Preparation		

1.	The system must enable users to register case details including;
	  i. Court handling case
	  ii. Parties and legal reference no.
	  iii. Date instituted in court.
		M

2.	The system must be able to generate a unique reference file ID for each new case registered.	M

3.	The system must support the categorization of different type of cases:
	  i. Criminal case
	  ii. Civil Case
		M

4.	The module should be linked with the document	M

No	Requirement Description	Priority
	management module to support the attachment of supporting documentation for each case file.	
5.	The system should support linkage between a case file and physical court documentation for tracking purposes	M
6.	The system should consolidate compliance records/ summary of the facility from other modules- Licensing, permits, Incidents and audits	M
Case file allocation		
1.	The system should allow a case file to be assigned to an advocate as a case owner to manage the resolution	M
2.	The system should be able to provide the number of cases currently allocated to the advocates/case owner	M
3.	The system should support event calendars in order to track the activities scheduled for each advocate	M
4.	The system should support re-assignment of case files in the event that an advocate is engaged.	M
5.	The system should have the capability of sending email and text message alerts to the advocate/case owner when the case has been assigned	M
Case file handling		
6.	The system must allow users to link the cases to the appropriate license details within the licensing module.	M
7.	The system must allow users attach supporting documentation and electronic evidence to the case file.	M
8.	The system must allow the Director of Legal services to review case file documentation	M
9.	The system should be able to notify the case owner on completion of the case file documentation review	M
10.	The system should allow the case owner to provide an update on court proceedings. Details to be recorded are: i. Case No. ii. Parties. iii. Date. iv. Purpose of Court attendance v. Type of court appearance (Hearing/Mention) vi. Coram vii. Advocates viii. Proceedings and Court orders/Directions ix. Next court date	M
11.	The system should be able to generate a daily court proceedings report.	M
Case Resolution		

No	Requirement Description	Priority
12.	The system must enable case owners to record case resolution details when the court case ends.	M
13.	The system must allow actions from the court case to be recorded and tracked.	M
14.	The system must enable users to produce a report of cases that have been resolved which includes the following information: i. Case ID ii. Type of Case iii. Assigned Personnel iv. Actions taken to resolve v. Time Taken vi. Date of Resolution vii. Status	M
15.	The system should ensure that cases can only be closed after court actions are complete.	M
16.	The system should provide quarterly and yearly reports on the status of cases within the system.	M
17.	The system should be able to display pie charts on the distribution of cases across the country	M
18.	The system should be able to display bar charts on the most common case types handled by the Legal department	M

3.2.15 Action Tracker

No.	Requirement description	Priority
1.	The system should support the configuration of actions/tasks and their target dates and auto-alerts for implementation;	M
2.	The system should record and allocate actions to staff users or managers;	M
3.	The system should generate a notification to the managers when a task status changes	M
4.	The system should allow categorization and arrangement of tasks in the order of importance or urgency	M
5.	The system should notify persons when a task deadline is approaching	M
6.	The system should allow staff users to provide detailed information about their task resolution	M
7.	The system should allow the managers to recommend the tools or resources required to accomplish a given task	M
8.	The system should restrict the "rights" functionality of deleting and adding tasks to managers	M
9.	The system should allow users to track all their assigned management actions and tasks from a single interface	M
10.	The system should allow administrators to assign actions, tasks and recommendation to a user's work queue, so they are tracked and owned by that individual.	M
11.	The system should have a powerful dashboard that gives managers a complete overview of the status of all actions and tasks across the entire Section or department.	M
12.	The system should have an area that shows the action summary, the dates when the actions were carried out, any evidence uploaded against the action (such as PDF or Word files) and who actioned the specific task.	M
13.	The system should have a powerful reporting facility that allows managers to create and output reports in a variety of formats straight from the software.	M
14.	The system should allow managers to access up to date information on key actions, tasks and individual performance based on the selected criteria	M

3.2.16 Document Management

The objective of this module is to provide a central repository of electronic documents that are created and uploaded by the different systems and departments within the Authority. The processes that will be supported by the module include: -

i.   Document Creation
ii.   Document Retrieval
iii. Document Reference

a. General Module Requirements

No	Requirements Description	Priority
1.	The system should be able to support all common Microsoft Office document formats including, MS Word, MS Excel, MS PowerPoint, Adobe PDF and common image formats. It should support common file extensions such as: - txt, rtf, doc, docx, xls, xlsx, ppt, pptx, pdf, rpf, jpg, jpeg, png etc.	M
2.	The system should allow an administrator to manage acceptable document formats and file extensions.	M
3.	The system should be able to indicate the sizes of the documents that are being currently held within the system	M
4.	The system should allow the maximum size of the document upload to be specified by an administrator.	M
5.	The system should prevent documents from accidental deletion by providing warnings in the event of this happening.	M
6.	The system shall possess the capacity to track versions of all documents, files or records within the repository.	M
7.	The system should be able to identify and track duplicate documents	M
8.	The system should support folders and subfolders as a way of storing and organizing documents that have been uploaded by users. These folders should be both user and system predefined	M
9.	The system should enable users restrict access to the folders created.	M
10.	The system should allow uses to notify users who have been allowed access to specific documents	D
11.	The system should allow documents to be purged from the system based on a user-defined period of time.	M

b. Document Upload and Creation

#	Requirements Description	Priority

#	Requirements Description	Priority

1.	The system should have a document upload form to handle the upload of documents into the module. The upload form should allow the following additional information to be tagged to the document. This includes: -
	     i. Title
	     ii. Description
	     iii. Category
	     iv. Sub-Category
	     v. Tags
		M

2.	The document upload module should allow a user to browse the local drive to locate the document that is required for upload.	M
3.	The system should allow a user to drag and drop a document into the upload form for upload into the module	M
4.	The document upload module should be able to support single or multiple document uploads as required by the user	M
5.	The system should allow a user to attach a description to the document that is being uploaded. The description window should be a free text field.	M
6.	The system should be able to generate a Document ID based on a user-defined format to uniquely identify all documents uploaded in the system	M
7.	The system should be able to reject a document that exceeds the upload limit or doesn't conform to the acceptable document formats with a warning dialog.	M
8.	The system should provide mechanisms and controls for the document creator to determine who should have access to the created document.	M

9.	The system should be able to hold document metadata that includes the following attributes: -
	
	     i. Author/Owner
	     ii. Date Created/Uploaded
	     iii. Date Modified
	     iv. Modified By
	     v. Document Name
		M

10.	The system should allow categorization or grouping of documents and allow access restrictions based on document categories and sub-categories.	M
11.	The system should be able to allow authorized users to download, rename, modify, edit and delete documents to which they have the appropriate access rights to.	M
12.	The system should allow a user to specify whether a document is visible to the public after it has been uploaded into the system. This can be done by allowing the document to have either private or public status	M

#	Requirements Description	Priority
	attached.	
13.	The system should be able to produce a report indicating the number of documents held within the module and their appropriate sizes	M
14.	The system should produce a report indicating the age of the documents within the repository	M
15.	The system should allow documents to be uploaded from different modules or systems and referenced appropriately.	M
16.	The system should be able to index all documents stored in its repository to enable quick recovery during searches.	M

c. Document Reference and Retrieval

#	Requirements Description	Priority
1.	The system should incorporate a check-in/check-out mechanism in order to keep track of documents being edited and the responsible party.	M
2.	The system should restrict editing to the user who has checked-out the document	M
3.	The system should allow documents to be accessed by more than one person concurrently with read-only access in the event that the document has been checked out	M
4.	The system should maintain an audit trail to determine the changes a document has undergone.	M
5.	The system should allow free text searching to allow users identify documents based on the text they contain.	M
6.	The system should allow a user to filter documents contained in the repository by category, department, owner etc.	M
7.	The system should be able to open the documents uploaded to it in their appropriate default applications	M
8.	The system should have a viewer to allow users to view documents within the system without opening an external application	M
9.	The system should enable printing from the application viewer	M
10.	The application viewer should be able to have basic functionality e.g. adjusting margins, page layout, orientation etc.	M
11.	The system should restrict documents retrieved based on the module or category in which they were uploaded	M

3.2.17 User Management Module

The requirements below represent the functionalities that will be required by the user management module. The module will manage the registration of users with different roles including:

i.   Staff users
ii. Public users/ customers
iii. Experts
iv. Lead Agencies

No.	Requirement description	Priority
1.	The systems should allow creation of users that are specific to a specific application instance.	M
2.	The systems users must be authenticated based on a unique ID/ password scheme.	M
3.	All systems passwords used by the system/ users must be encrypted	M

4.	The System should support password policy:
	   i. Minimum length of 6 characters
	   ii. Password change must be done every 90 days
	   iii. Passwords containing usernames shall not be used
	   iv. Previous passwords, shall not be used
	   v. Every password must have at least a small letter, capital letter and numeral
		M

5.	The systems should support self-service reset of passwords in case of forgotten passwords or locked accounts for all system users through confirmation messages sent to the user through email or SMS.	M
6.	The systems should be able to log off a user after a defined period of inactivity.	M
7.	The systems should prompt users to change passwords after an interval that can be defined by a System	M
8.	The system should be able to lock a user account after several failed attempts at logging in e.g. 5 consecutive attempts. Account reactivation should only be possible by authorized users.	M
9.	The system must provide time-linked expiry for user accounts at application, database and OS level.	M
10.	The system should provide for de-activation of inactive users for a period of time or indefinitely.	M

Role Management

No.	Requirement description	Priority
1.	The system should support Role Based Access Control (RBAC).	M
2.	The system should support User based Access control	M

No	Requirement Description	Priority
3.	The system should support control of data and screen access based on username and users role.	M
4.	The system should provide reports on user activity based on the role and the application module used	M
5.	The system should support the application of experts	M
6.	The system should indicate the requirements to attain the Expert role	M

3.2.18 Chemicals and Database Management Module

3.2.18.1 Registration of a Toxic and Hazardous Industrial Chemical or Material

No	Requirement Description	Priority
1	The system must be able to outline the criteria and requirements to Register a Toxic and Hazardous Industrial Chemical or Material	M
2	The system should enable online submission of applications as per the Application Form on Annex	M
17.	The system should ensure that only completed applications are acknowledged	M
18.	The system should ensure that a unique reference number is assigned to each application received	M
19.	The system should send a notification to the applicant at each stage of review	M
20.	The system should have a feature to save incomplete applications / sessions	M
21.	The system should send acknowledgement letters to applicants on receipt of duly filled applications	M
22.	The system should update the Application Register on receipt of Applications	M
23.	The system should enable online review of applications against the established criteria based on the Toxic and Hazardous Industrial Chemical or Material.	M
24.	The system should enable generation of Rejection and Issues Letters where necessary after evaluation is conducted	M
25.	The system should enable review of Rejection and Issues letter by the Section Head before they are sent to the applicants	M
26.	The system should enable internal quality review of the Application	M
27.	The system should automatically update and maintain the Register of Toxic and Hazardous Chemicals or Materials. The system should also send an email to the Applicant on the Registration Number assigned to this Toxic and Hazardous Chemical or Material.	M

3.2.18.2 Designation of Laboratories

The key objective of the module is to recognize and designate laboratories in Kenya with the capacity to perform analysis of samples.

No.	Requirement description	Priority
Laboratory Designation application		
1.	The system must be able to outline the criteria and requirements for applying for laboratory designation	M
2.	The system should allow online submission of applications (as per attached template)	M
3.	The system should have a feature to save incomplete applications	M
4.	The system must indicate the fields that are required and those that are optional, and if a field is required the applicant should not be able to continue if that field is empty.	M
5.	The system should acknowledge only duly filled applications	M
6.	The system should ensure that a unique reference number is assigned to each application received	M
7.	The system should update the application Register on receipt of Applications	M
8.	The system must support online payment using mobile money, VISA, MasterCard.	M
Application Evaluation		
9.	The system should enable of online review of applications against the set criteria.	M
10.	The system should have a template for review comments to capture comments from both application review and site verification	M
11.	The system should enable sharing of evaluation results to the applicant	M
12.	The system should enable automatic update of the Register of Designated Laboratories	M
13.	The system should have a linkage with other modules	M
14.	The system MUST have the ability to send email notification to the applicant on the status of his / her application	M

3.2.19 Enterprise Service Bus

No	Requirements Description	Priority
1.	The ESB interfaces must be scalable to accommodate changes in scale including changes in user population, transaction volume and throughput	M

No	Requirement description	Priority
2.	The ESB must provide the capability to perform source to destination file integrity checks for exchange of data and alert appropriate parties with issues	M
3.	The systems must be able to use standards-based communication protocols, such as TCP/IP, HTTP, HTTP/S and SMTP.	M
4.	The communication between core systems should be secured, even if secured network is used for the connection. SSL and/or WS-Security will be applied as appropriate	M
5.	The ESB should support Web Services framework for integration including the following protocols: 　i. eXtensible Markup Language (XML); 　ii. Simple Object Access Protocol (SOAP); 　iii. Web Service Description Language (WSDL); and 　iv. Universal Description, Discovery, and Integration (UDDI).	M
6.	The ESB should support the following integration standards: 　i. Messaging based integration 　ii. Bulk upload of flat files 　iii. Application Programming Interface (API) based integration	M
7.	The ESB should provide a detailed error report on any failures to upload data during Bulk uploads.	M
8.	The ESB should support use of XML based messages as part of Message based integration	M
9.	The ESB should support near-real-time messaging with guaranteed once-only delivery.	M
10.	The ESB should support guaranteed sequential delivery within a message family.	M

3.2.20 Web Portal

The key objective of the portal is to provide information to current and potential clients and to promote the Authority's mandate. The web portal Requirements are described in the table below.

No	Requirement description	Priority
1.	The web portal should allow user to log into the system and also request a new password.	M
2.	The web portal must be accessible through any browser, for example: 　i. Google chrome 　ii. Mozilla Firefox 　iii. Opera 　iv. Safari	M

No	Requirement description	Priority
	v. Internet explorer etc.	
3.	The web portal must have the capability to be resized based on the size of the device used to open it	M
4.	The web portal must have a menu bar for accessing different pages of the system	M
5.	The web portal should be available in English but should have the feature translate to other languages	D
6.	The web portal must have an "About us" page for the public to know what NEMA is and what service it offers. The page should show information such as what the institution does, when it started, its mission and vision	M

7.	The system must have a contact us page showing
	    i. Contact person
	    ii. Phone number
	    iii. Email
	    iv. Postal and Physical Address
	    v. Working hours
		M

8.	The system should have the capability to send an email to the NEMA personnel in charge of receiving enquiries and complaints whenever there is a new enquiry/complaint/incident reporting	M
9.	The web portal should have the capability to send an automated email to the user after posting an enquiry or complaint to confirm receipt of the enquiry or complaint	M

10.	The web portal should support digital content in different format:
	    i. Text
	    ii. Pictures
	    iii. Videos
		M

11.	The web portal should have an asset library which an authorized user will be updating anytime with content	
12.	The system should have a search engine for the public to search about information regarding products of NEMA	M

13.	The web portal should display information regarding upcoming events at NEMA such as:
	    i. World Environment Day
	    ii. World Wetlands Day
	    iii. World Wildlife Day etc.
		M

14.	The web portal must have the capability to allow the user to view information regarding any event and register for the event	M
15.	The web portal should have the capability to allow an authorized user from NEMA to upload survey questionnaires	M
16.	The web portal should have the capability to prompt any user or web portal visitor to fill in a questionnaire whenever it is available	M

No	Requirement description	Priority
17.	The system must have the capability to send an email to the user in charge of client's survey whenever someone responds to a questionnaire	M
18.	The web portal should have links for accessing NEMA's social media pages such as Facebook, LinkedIn and Twitter	M
19.	The web portal must have the capability to be linked to the mobile application such that any visitor who send an enquiry or complaint is saved in the contacts database as a lead	M
20.	The Web Portal should publish specified details of licensing and permitting modules for public information disclosure and submission of comments on the various applications. Publication registered and licensed experts, EIA licenses etc.	

3.2.21 Reporting Module

The main objective of the reporting module is to collect, store and manage data necessary to enable the design and sharing of interactive customized reports/dashboards, and perform ad hoc queries and intuitive analysis. The reporting module should cater for:

i. **Reports and Dashboards:** Reports and dashboards, with all kind of tables, graphs, scorecard and dashboard creation features.
ii. **Analytical Requirements:** Advanced analytics, statistical analysis, forecasting and advanced aggregation features.

a. **General Features**

No	Requirements Description	Priority
1.	The system must provide native access to industry leading RDBMS like ORACLE, SQL Server, Sybase, MYSQL etc.	M
2.	The system should facilitate a single, complete web-based interface, in which all users have full functionality available, such as: i. Creating, publishing and sharing reports. ii. Creating, publishing and sharing dashboards. iii. Supporting ad hoc drill-down report services for forecasting and planning	M

b. **Reports and Dashboards**

No	Requirements Description	Priority
1.	The system should have the ability to deliver high fidelity	M

No	Requirements Description	Priority
	reports to large numbers of report consumers, especially in very large extranet environments.	
2.	The system should be able to deliver rich, interactive Reports, Dashboards.	M

3.	The system should support reporting templates which can query the data within the licensing system such as:
	   i. Licenses issued in a period
	   ii. Incidents reported in a given period
		M

4.	The system should have features like Search, Analyze and Print and Save options.	M
5.	The system should provide for the generation of reports that can be authored once and consumed anywhere.	M
6.	The system should be able to generate extensive reports very fast and deploy them to many concurrent users.	M
7.	The system should have a map window where a where thematic maps cab generated and displayed to have an overview of number of incidents per location. The map window should support satellite view and street map view.	M
8.	The system must provide fully customizable views including graph dashboard creation through – pie charts, bar graphs and maps.	M
9.	The system must provide drag-and-drop functionality to make ad-hoc queries and create reports on the go with ease.	M
10.	The system must have the ability to extend data to the web and beyond.	M
11.	The system must the ability to drill to any detail level stored in different databases.	M
12.	The system should have the ability to pivot, filter, and jump to another report within the context of the original report.	D
13.	The system must have the ability to drill down from summarized, aggregated data down to the source record.	M
14.	The system must provide for Creation of filters to control data displayed on a report.	M
15.	The system must provide print reports to PDF or export formatted tables and graphs, or simply data, to Excel.	M
16.	The system should have the capability to build dashboards with interactive filters.	M
17.	The dashboards must have the ability to be built over OLAP cubes.	M
18.	The system must have Graphical Query Builder for users to visually access and manipulate their data without SQL expertise.	M

c. Analytical requirements

No.	Requirement description	Priority
1.	The system should support advanced analytics, statistical analysis and forecasting.	M
2.	The system should support survey management by utilizing questionnaires to obtain feedback from the public and system users	M
3.	The system should allow questionnaires to be distributed through the Incident reporting app and feedback gathered from it.	M
4.	The system should provide for model-building dialogs to enable forecasters to develop their own models to further fine tune the forecasting results.	M

3.3 Support Systems

NEMA has some systems that are currently being used across different department. These systems generate data that is vital to the licensing system. Therefore, for the licensing system to fully function, there is a need for integration with the already existing systems to utilize this data. For purposes of comprehension, we have been able to categorize all other systems outside the licensing system as support systems. The requirements discussed below are for the specific functionalities within in support system that will integrated with the licensing system.

3.3.1 Geographic Information Systems (GIS) Module

NEMA has a GIS section that is responsible for collecting, geoprocessing and out putting data. However, it is in the interest of NEMA to use GIS more actively and productively thus a need to have GIS used across the entire organization and integrated with the licensing system. The functional requirements have been grouped together based on the elements of the GIS platform which have deemed vital for the licensing platform.

i.   Internal GIS web application
ii. GIS Server application
iii. Public GIS web solution.

General GIS requirements

3.3.1.1 Internal GIS Web Application

No.	Requirement description	Priority
Application		
1.	The system must have an internal GIS web application.	M
2.	The GIS platform should be capable of meeting performance targets. i. Average draw speed of base/context map < 1sec ii. Search results <2 sec iii. Report and map generation < 10 sec	M
3.	The GIS Platform should be capable of supporting an organization size of approximately 1000 staff. Current estimates for use are: i. 300 total internal web GIS users ii. 200 regular daily internal web GIS users	M
4.	The system should have an ability for the GIS web application to work on mobile devices such as Windows tablets, iPads, iPhones and Android phones.	M
5.	The GIS web application should be able to work on any web browser.	M
6.	The system should be able to provide statistics on user traffic such as hits on the application.	
7.	The system should allow the GIS web application to	M

No.	Requirement description	Priority
	integrate with active directory for determining user groups and assigning access permissions.	
8.	The internal GIS web application is to have a contemporary user interface providing a rich user experience.	M
9.	The internal GIS web application should be customized in terms of NEMA's corporate colors and logos.	M
10.	The internal Web GIS should be compatible with the latest web browser versions	M
11.	The GIS platform must be extendable and customizable, using standard development technologies.	D
Basic Web Mapping Functionality		
12.	The system should have navigation tools such as pan and zoom (including zoom to coordinates, pre-defined area or initial extent).	M
13.	The system should have an ability to turn individual or group layers on and off.	M
14.	The system should enable users to view the layer symbology (legend).	M
15.	The system should be able to provide multiple maps to address different uses and the ability to move between these maps.	M
16.	The system should have an ability to include an overview map in the map view.	M
17.	The system should have to display metadata for the spatial data. Describe how this is done and if the user can search or edit the metadata.	M
18.	The system should enable a user to adjust the symbology or transparency of a layer, including aerial images.	M
19.	The system should have an ability to have layers with a live join to data in another database to only show those that match, e.g. properties with an active planning application. If the planning data in Pathway changes the features in the layer change.	M
20.	The system should have an ability to save or bookmark a map view, including layers turned on, selected features and mark-ups.	M
21.	The system should have an ability to save the User Profile Settings (i.e. the user's preferred visible layers or last used workspace).	M
Searching and Selecting Features		
22.	The systems should have a search functionality e.g. address search, asset ID search. The ability to select features from a spatial layer based on attributes. The attributes may be stored in another databases, e.g. Pathway	M
23.	The system should have an ability to have predictive text	M

No.	Requirement description	Priority
	or auto completion when entering search criteria.	
24.	The system should have an ability to have a free text search of all data sets, selecting features from multiple layers matching the criteria.	M
25.	The system should have multiple options to select features spatially, e.g. by point, line, polygon, radius, buffer, etc.	M
26.	The system should have options to refine selections, e.g. add to, remove from or reselect.	M
Attributes		
27.	The system should have ability to display attribute details when hovering over a feature.	M
28.	The system should have ability to display of attribute details from a selection. This can be in a table view that is docked or floating.	M
29.	The system should enable users to choose the attribute details displayed for selected features. E.g. for an inspection team it could be facility details, planning applications or client requests.	M
30.	The system should have ability to highlight one or more features in an attribute table and see them on the map, including pan or zoom to.	M
31.	The system should have ability to export attribute details from a selection, e.g. to Excel, Word or PDF. Identify any limitations.	M
Measurements and Graphics		
32.	The system should have ability to measure length and area on the map.	M
33.	The system should have ability to mark-up the map with coordinates, measurements, text or shapes as graphics and the ability to remove these graphics.	M
34.	The system should have a functionality to edit attributes of the graphics (e.g. color, size, transparency, etc.).	M
35.	The system should have ability to snap to features when adding mark-up or measurements.	M
36.	The system should have to save graphic mark-up features and be able to share these features with other users.	M
Printing, Reports and Exports		
37.	The system should have the capability to generate a report from a template that includes attribute details of selected features and a map of those features.	M
38.	The system should have the capability to export the map view in standard image formats showing selected features and mark-ups.	M
39.	The system should generate templates for printing or exporting the map view that may include title, legend, comments, username, date and scale bar. The	M

No.	Requirement description	Priority
	information should be automatically populated in the template with an option of editing.	
40.	The system must have the capability to export the selected spatial data in a standard exchange format (e.g. ESRI Shapefile, DXF, and KML).	M
41.	The system should have ability to perform basic spatial editing such as create, move, edit and delete. However, this feature should be restricted to certain users.	M
42.	The system should enable users to edit attributes for spatial features.	M
43.	The system should enable users to edit attributes in other databases for selected features. However, this feature should be restricted to certain users, features and attributes.	M
Integration		

44.	The application should integrate with the following:
	    i. Google Street view
	    ii. 3D Modeling
	    iii. Crystal report
		D

3.3.1.2 GIS Web Map/Spatial Server Application

No.	Requirement description	Priority
Application		
1.	The system must have the Web Map/Spatial Server application	M
2.	The GIS platform must be capable of being hosted in a virtualized server environment.	M
3.	The system must be capable of reading and writing spatial data stored in Oracle and MSSQL server.	M
4.	The system should support a wide range of raster formats (GEOTIFF, JPEG, ECW, etc.).	M
5.	The solution should include tools to monitor and record system performance such as query performance, load balancing, map draw rates, etc.	M

6.	The GIS Platform must deliver mobile applications for field-based data capture. This includes the ability to:
	    i. Create data capture forms
	    ii. Integrate GPS data capture
	    iii. Link location data with digital photos captured from the device.
		M

Maps services		
7.	The system must be capable of publishing compliant geoprocessing services that can be consumed by the internal GIS Web Application.	M

No.	Requirement description	Priority
8.	The system should have a high-quality cartographic label placement capability, covering all geometry types. The system must be capable of labelling properties, forests, rivers, lakes, roads and address points.	M
Administration		
9.	The system must provide the ability for the systems administrator to configure map services including the ability to define all cartographic properties and scale dependencies. The level of configuration must deliver high quality cartographic display. In your response if configuration is achieved via a user interface and or scripting environment.	M
10.	The system must provide the ability for the systems administrator to configure map templates including the legend configuration. Indicate in your response if configuration is achieved via a user interface or via scripting environment.	M
11.	The System must provide the ability for the systems administrator to configure report templates. Indicate in your response if configuration is achieved via a user interface or via scripting environment.	M

3.3.1.3 Public GIS Web Solution

No.	Requirement description	Priority
1.	The System must provide a Public GIS Web Solution that integrates with NEMA's Website and can be used in multiple web browsers.	M
2.	The system should have ability to provide users single purpose maps that can be embedded into existing pages on NEMA's website.	M
3.	The system should have a full public facing web mapping portal.	M
4.	The system should have mapping portal accessed via mobile devices such as laptops, tablets/iPads and smart phones/iPhones.	D
5.	The Public GIS Web Solution should have functionality similar to that of the Internal GIS Web Application, including navigation, searching, attribute display, turning layers on and off, etc.	M

NON-FUNCTIONAL REQUIREMENTS

This section documents the non-functional requirements for the different applications software. These requirements are aimed at ensuring that processes and procedures are automated to the extent possible by the

application.

3.4 Integration Requirements

The key objective of integration between different systems is to for the systems to share data to make transactions seamless. The systems should be integrated using Service Oriented Architecture supported by the Enterprise Service Bus through which Application integration, both internal and external, is expected to go through.

No.	Requirement	Priority
Licensing System		

1.	The system must be able to interface with the Enterprise Resource Management System through the ESB to share data such as:
	  i. Payment invoices
	  ii. Payment Transaction Details
	  iii. Payment approval
		M

2.	The system must have integrated modules through the ESB to share data such as:
	  i. Project ID
	  ii. Cost of proposed development
	  iii. Status
	  iv. The officer assigned
	  v. Date of inspection
	  vi. Recommendations
	  vii. Expected fees
	  viii. Date sent for approval
	  ix. Decision taken
		M

3.	The system must be able to interface with the Geographic Information Systems (GIS) through the ESB to share data spatial data and vector data that is used to generate maps (thematic and geological) used for reporting and decision making by management.	M
4.	The system must be able to interface with the Helpdesk through the ESB to share data such as: location of projects	M
5.	The system should be able to interface with the audit and inspection platform so that you get to know on whether the licensed projects have been audited and inspected.	D
6.	The system must be able to interface with USSD aggregator such that experts and proponents can access data through their mobile phones	M
7.	The system must be linked to NEMA website such that experts and proponents can access the system through the website	M
8.	The system must be able to integrate with mobile money platforms such that experts and proponents can be able to make payments though the system and mobile money.	M

3.5 Availability Requirements

The performance requirements specify quantifiable characteristics of the

proposed systems operations.

No.	Requirement Description	Priority
1.	The system should be 99.95% available for any given month of the year (an average of less than one hour per week or 1.83 days per year).	M
2.	The system should be able to handle at least 10 back office users that are dealing with the processing of end user requests.	M
3.	The system should also be able to handle at least 500 simultaneous requests for both uploads and downloads.	M

3.6 Reliability Requirements

No.	Requirement Description	Priority
1.	All systems must be able to handle at least 50 Transactions Per Second (TPS) at peak times	M
2.	The maximum response time for search and lookup performance is 3 seconds for 95% percent of the time.	M
3.	The maximum response time for a dashboard report should be 5 seconds, 95% of the time.	M
4.	The maximum response time for static standard reports should be 5 seconds, 95% of the time.	M
5.	The maximum response time for a parameter-based report should be 20 seconds.	M

3.7 Security Requirements

No.	Requirement description	Priority
1.	The System modules must all be password protected	M
2.	The System should support SSL certificates and encryption on all web forms	M
3.	The System should support authentication methods such as public key infrastructure.	M

4.	The System should support password policy:
	  i. Minimum length of 6 characters
	  ii. Password change must be done every 90 days
	  iii. Passwords containing usernames shall not be used
	  iv. Previous passwords, shall not be used
	  v. Every password must have at least a small letter, capital letter, numeral and special character.
		M

5.	The System should provide a single sign-on authentication and allow integration with password policies in directories such as LDAP, Active Directory.	M
6.	The system should provide a 3-D security multifactor authentication process.	
7.	The directory service should have support for open	M

No.	Requirement description	Priority
	standards e.g. LDAP, XML.	
8.	The System should support encryption of fields that store sensitive data such as passwords.	M
9.	The System should support customizable role-based access that is easy to manage to ensure that data is only accessed by people with the privileges to access it	M
10.	The System should support administrative restrictions such as i. Configurations of systems ii. Deletion of users iii. Approval of user's registration This should be done by only the systems administrators	M
11.	The System should enable logging and have the capability to generate audit trails that can be customized to different fields in the system.	M
12.	The System should have the capability to avoid creation of duplicate records as a concern about the integrity of the data stored	M
13.	The System should support deactivation of a user account for a certain period and it shouldn't be possible for the deactivated account to be used to access the system or data	M
14.	The system should have the capability to close an inactive session after a defined period of time (Session timeout)	M
15.	The System should have the capability to validate data input before storing to ensure that it is correct and appropriate	M
16.	Access to each database should be restricted to connections from the respective application servers.	M

4   PROJECT IMPLEMENTATION REQUIREMENTS

The vendor is responsible for the delivery of all aspects of any of the proposed systems implementation. The vendor together with all the subcontractors and their teams must provide services that meet the following requirements.

4.1 Project Management
The following are the project management requirements:

4.1.1 Project Implementation Methodology

No.	Requirement	Priority
1.	The Vendor must indicate the project Implementation Methodology that will be used for implementation of the system. The Project implementation methodology should address the following:	M

No.	Requirement	Priority
	i. Project management methods ii. Project management tools iii. Project reporting iv. Quality management v. Project progress measurement and timelines vi. Project Team Organization and composition	

4.1.2 Project Plan

No.	Requirement	Priority
1.	The Vendor must prepare a project plan that addresses the following: i. Project Integration Management ii. Project Scope Management iii. Project Time Management iv. Project Cost Management v. Project Quality Management vi. Project HR Management vii. Project Change Management viii. Project Communication Management ix. Project Procurement Management x. Project Risk Management xi. Project Monitoring and Evaluation Management	M
2.	The topics in the project plan must include but not limited to the following: i. Project Organization and Management Plan ii. Quality Assurance Plan iii. Analysis and Design iv. Solution build/Customization Plan	M

No.	Requirement	Priority
	v. Data Migration Plan	
	vi. Delivery and Installation Plan	
	vii. Training Plan	
	viii. Pre-commissioning and User Acceptance Testing Plan	
	ix. Operational and Final Acceptance Testing Plan	
	x. Warranty Service Plan	
	xi. Task, Time, and Resource Schedules	
	xii. Post-Warranty Service Plan	
	xiii. Technical Support Plan	
	xiv. Risk Management Procedures	
	xv. Change Control Procedures	
	xvi. Configuration Management Plan	
	xvii. Detailed Gantt Chart/Project Schedule	
3.	The hierarchical plan should be developed starting with high-level tasks and ending with detailed steps to accomplish these tasks. The plan must be submitted as a draft plan and will be concluded in the project plan discussions to occur after contract signature.	M
4.	The Vendor must make available to NEMA the implementation plan including the detailed project schedule within 2 weeks of contract signature.	M
5.	The Vendor's project management methods must be based on recognized and internationally accepted standards for IT project implementation. The Vendor is required to indicate which such standards are to be adopted on this project.	M
6.	The Vendor must indicate the escalation procedures pertaining to technical and operational issues in the course of implementation and after final acceptance of each phase of the project.	M

4.1.3 Project Management Tools

No.	Requirement	Priority
1.	The Vendor must employ a project management tool such as MS Project or equivalent that provides	M

No.	Requirement	Priority
	management support that is acceptable to NEMA.	

4.1.4 Project Reporting

No.	Requirement	Priority
1.	The vendor must provide the following reports: i. Written progress reports every two weeks. The report must contain an updated plan and list of key issues that should be resolved between the vendor and NEMA; ii. Monthly progress reports; and iii. Project completion report.	M
2.	The above reports should include topics identified in the project plan. The report should also highlight risk identified at every stage of the project and ways to measure and mitigate identified risks.	M

4.1.5 Analysis, Design and Software Customization/Development

No.	Requirement description	Priority
1.	The Vendor MUST perform Analysis and Design activities using a formal system analysis/development methodology with the following key design deliverables: i. System Requirements Specification; ii. System Design Document.	M
2.	The Supplier MUST perform Software Customization / Development using a formal software development methodology with best practice technologies and standards	M

4.1.6 Installation

No.	Requirement	Priority
1.	The Vendor should inspect the implementation site(s) at least thirty (30) working days before installation and furnish a written report stating any deficiencies that would delay the project from the point of installation.	M
2.	The Vendor MUST provide NEMA with the required technical and environmental specifications required for the installation and operation of the proposed system.	M
3.	The Vendor MUST undertake all work necessary to integrate all components in order to provide a system(s) capable of supporting NEMA's functional requirements. (In other words, the Vendor MUST ensure full interoperability of the LAN infrastructure with the hardware and all software that will be provided. Problems arising due to factors external to the work of the Vendor MUST be reported to the Project Manager 2 working days from the time such problems are	M

No.	Requirement	Priority
	detected).	
4.	The Vendor MUST provide detailed system technical and user documentation which will enable NEMA to extend the system to other future Locations such as; a) Installation manuals b) Configuration manuals	M

4.1.7 Quality Management

No.	Requirement	Priority
1.	The vendor must use a quality management methodology for IT implementation which meets ISO 9001: Quality Management System or equivalent and is certified. This methodology should be detailed in the bid submission.	M
2.	The vendor must provide a quality assurance plan which identifies and specifies all project deliverables and the quality criteria for each deliverable. The quality assurance plan must be submitted in the bid.	M
3.	The Quality Assurance plan must also describe the role and responsibilities of each of the Vendor's management team, and how quality will be checked and guaranteed in the course of implementation.	M
4.	On completion of the implementation, the Vendor must provide an application implementation quality assurance certificate to NEMA to certify that the implementation has been properly undertaken and issues which should be considered by NEMA in the commencement of the support activities.	M
5.	The Vendor MUST perform a complete system test before handing over to the Authority for acceptance testing. This should be accomplished by furnishing the Authority with a check off list of the test procedures.	M
6.	The Vendor MUST test all components before and after installation.	M
7.	The Vendor should propose to the Authority any additional component that may have to be implemented to improve the quality of the project.	D

4.1.8 Project Team Organization

No.	Requirement description	Priority
1.	The vendor must provide an experienced and appropriately qualified team of consultants to undertake work on the assignment from commencement to completion. The core team of the vendor must be resident in Kenya for the duration of the assignment.	M
2.	The vendor must demonstrate how their proposed structure and organization of skills contribute to NEMA's defined	M

No.	Requirement description	Priority
	objectives for implementing the system(s) within the planned timeframes.	
3.	The vendor must propose a team organizational structure. This structure should describe among other things the proposed team, available resources and skill mix. The structure should be submitted in the bid response and will be reviewed and approved alongside the project plan.	M
4.	Organization and Reporting roles within the project team should be clearly identified to indicate who will be responsible for the different activities in the course of implementation.	M
5.	The vendor must provide the resources on the project in accordance with the implementation plan for the project.	M
6.	The vendor's project team must have the following competencies: i. Project management ii. System Development iii. Environmental Management iv. Database management and application programming v. Systems integration vi. Network administration expertise vii. System administration viii. Change management and training skills	M
7.	There must be continuity in the management team between those who plan the project and those charged with managing it. Changes within the management team initiated by the vendor will only be valid after consultation with NEMA and an agreement reached to that effect. The Authority reserves the right to subject these management changes to the following: i. Three qualified replacement be proposed for NEMA to choose from, at least one month of notice before the change, and ii. That the person being replaced works with the incoming person for at least two weeks at the supplier's expense prior to the replacement taking place The Authority reserves the right to request a change in its management team or project implementation team at any time. When such circumstances arise, the vendor would be given 2 weeks' notice to prepare and provide a suitable replacement	M

4.1.9 Project Key staff

The vendor(s) must provide the following minimum key experts as part of the project implementation team. The number of staff is to be determined by the vendor based on the project implementation approach the vendor chooses to adopt to realize the Authority's implementation timeframes and objectives.

#	Position	Min Yrs. of relevant experience	Minimum Education and Certifications	Minimum experience
1.	Project Team Leader	10	• Master's degree in Information Systems, Computer Science, Software Engineering or related field • Project Management Professional (PMP) or equivalent	He/she must have worked in **that position or similar position** in at least in five (5) projects of similar nature and complexity.
2.	Core Business Area lead (Business)	10	• Master's degree in Business Administration or related field	He/she must have worked in the Tech Industry providing business systems solutions for at least ten (10) years.
3.	Lead Developer	10	• Computer science degree or related field • Internationally recognised programmer's certification	He/she must have worked in **that position or similar position** in at least in five (5) projects of similar nature and complexity
4.	Database Expert	5	• Computer science degree or related field • Internationally recognised database administrator's certification	He/she must have worked in **that position or similar position** in at least in five (5) projects of similar nature and complexity
5.	GIS Expert	8	• Geospatial Engineering, Geomatics Engineering or related	He/she must have completed at least three (3) projects involving GIS Programming (attach evidence)
6.	Programming Expert	5	• Computer science degree	He/she must have worked in **that**

#	Position	Min Yrs. of relevant experience	Minimum Education and Certifications	Minimum experience
			or related field • Internationally recognised programmer's certification	**position or similar position** in at least in five (5) projects of similar nature and complexity
7.	System Administration / Security Expert	5	• Computer science degree or related field • Internationally recognised information security certification	He/she must have worked in **that position or similar position** in at least in five (5) projects of similar nature and complexity
8.	Hardware, Network and Communications Expert	5	• Computer science degree or related field • Internationally recognised server administrator or network administrator certification	He/she must have worked in **that position or similar position** in at least in five (5) projects of similar nature and complexity
9.	Environmental Management Expert	10	• Environmental science/ studies degree or related field	He/she must be a registered and practicing Environmental assessment expert- with demonstrated experience in Environmental Impact assessment/ Audits for at least 10 projects in different sectors
10	Training /Documentation Expert	5	• Computer science degree or related field	He/she must have worked in **that position or similar position** in at least in five (5) projects of similar nature and complexity

Data Conversion and Migration

4.1.10 Data Conversion

No.	Requirement description	Priority
1.	The vendor must provide the format to which data must be converted in readiness for migration.	M
2.	The vendor must validate data readied for migration so as to prevent migration of data with errors.	M

4.1.11 Data Migration

No.	Requirement description	Priority
3.	The vendor must migrate readied data provided by NEMA without being corrupted.	M
4.	The vendor must validate integrity of data migrated and provide a report	M

4.2 Testing and Quality Control

4.2.1 General

No.	Requirement	Priority
1.	The Vendor MUST describe their methodology for system development, testing, installation, error logging and correction.	M
2.	Prior to conducting any tests, the vendor must present a test plan and conduct the tests in accordance with the approved test plan. The test plan must indicate; • Purpose for the test • General requirements • Test instructions • Pre-requisites • Procedures • Roles and responsibilities • Acceptance criteria • Test completion sign-off • Test cases. Each test case shall show; i. Test objective ii. Pre-requisites iii. Requirements being addressed iv. Step by step procedures and expected outputs	M
3.	The Vendor MUST correct any system error that is detected in the course of testing and thereafter re-tested again as necessary.	M
4.	The Vendor MUST work with the Authority to test all the necessary interfaces and interconnection facilities which integrate the components of the proposed systems.	M
5.	The Vendor MUST use inspection techniques which are	M

No.	Requirement	Priority
	proven or consistent with the requirements of the International Standards Organization on Quality System (ISO 9001) or equivalent	

4.2.2 Functional (User Acceptance) Testing

No.	Requirement	Priority
1.	All components MUST be tested to ensure that the system, as a whole, functions as specified. All system utilities required to restore system malfunction MUST also be tested.	M
2.	Testing will be conducted using this approach: i. Unit testing for the individual functionality after system development using pre-defined test scripts; ii. System integration testing for all the modules as a whole	M

4.2.3 Pre-commissioning Tests

No.	Requirement	Priority
1.	In addition to the Vendor's standard check and set-up tests, the Vendor with the assistance of the Authority, must perform the necessary tests on the system and its sub-systems before installation is deemed complete. These tests shall be to check data migration, functionality and configurations. Only then shall the Authority issue Installation Certificate(s).	M
2.	The Vendor at no extra cost to the Authority MUST rectify deficiencies detected during pre-commissioning of the system.	M

4.2.4 Operational Acceptance Tests

No.	Requirement	Priority
1.	Acceptance will be subjected to the satisfactory completion of system test runs conducted by the Authority. Test runs will comprise of: (a) The physical, functional, technical and performance characteristics of the system(s).	M
2.	(b) Tests which establish a period of un-interruptible continuous running for a period not less than 72 hours prior to the issuance of interim acceptance.	M
3.	(c) Tests which establish the compatibility between the hardware, system software, application software and current network; all working in unison	M
4.	(d) Tests which will certify that knowledge transfer, capacity building and training activities have been properly undertaken.	M
5.	The contents of acceptance tests and a schedule for their	M

No.	Requirement	Priority
	execution MUST be agreed on prior to the commencement of the test. Acceptance testing is completed as part of the acceptance-testing phase. During acceptance testing, users will operate the system in a production or near production environment to confirm that the proposed system complies with the acceptance criteria defined to ensure compliance with their needs	
6.	If the system fails to satisfactorily meet the acceptance criteria of the test in any part of the system, the Vendor MUST commit to undertake appropriate testing and if necessary, replace products or perform extra services at the Vendor's expense to remedy or improve the system.	M
7.	The Vendor MUST prepare test scripts required for the satisfactory completion of acceptance test. The Authority will approve all test scripts prior to them being used for testing. Tests will be conducted jointly.	M

4.2.5 Final Acceptance Tests

No.	Requirement	Priority
1.	The acceptance of the system will be subject to final acceptance tests before a final acceptance certificate can be issued by the Authority. Final acceptance tests will be conducted to confirm that all issues identified in the course of operational testing have been addressed accordingly. Final acceptance tests will be conducted within 2 weeks before the end of final acceptance testing period. If there are any issues arising out of final acceptance testing, the vendor must address these issues to the satisfaction of the Authority before final acceptance certificate can be issued	M

4.3 Training and Capacity Building

The objective of training and capacity building is to ensure that users acquire and retain the knowledge necessary for the effective and efficient use and management of the system. The vendor is therefore required to provide a sustainable and time-tested training strategy that will ensure the successful implementation of the required solution.

4.3.1 Capacity Building and Training Requirements

No.	Requirement	Priority
1.	The objective of the capacity building exercise is to ensure that NEMA is capable of **independently** managing the system after completion of the implementation activities. The vendor MUST provide a response that indicates how this will be achieved.	M
2.	All training shall be conducted using the English	M

No.	Requirement	Priority
	language.	
3.	The vendor must provide a training strategy that will ensure the effective adoption of the system(s) by all user groups.	M
4.	The vendor must submit both project plan and training plan covering the learning objectives, approach to training, design and delivery, training methods to meet the training objectives. The training plan must be consistent with the requirement of ensuring that there are no significant delays between commissioning and user training.	M
5.	The vendor must provide a training curriculum indicating the minimum training contact hours recommended for each course and user group and training pre-requisites	M
6.	The vendor shall provide training materials in form of comprehensive training manuals for each process step and screen for the functional training.	M
7.	The vendor shall provide system administration **training materials** for training to be delivered on the project.	M
8.	The Vendor must indicate the approach to the phasing of the training to ensure that there is adequate focus on the training in addition to the day-to-day work schedule, and the project phasing.	M
9.	The Vendor MUST describe how the effectiveness of training delivery will be assessed. All trainees must complete assessments which will form part of the training report to be handed over to the Authority on completion of the training.	M
10.	The Vendor MUST explicitly state the requirements from the Authority to ensure effective and successful delivery of the capacity building and training activities especially the minimum skills for the implementation team.	M
11.	The vendor shall be required to issue a report showing the extent of knowledge transfer achieved as a result of training and capacity building prior to the Authority issuing the operational acceptance certificate.	M

4.3.2 Training and Training Materials

No.	Requirement	Priority
1.	The vendor must develop all the training materials in English and deliver the requisite training to all the users of the system.	M
2.	The supplier must provide training materials for each trainee. The training materials shall be provided before any training course commences to allow the trainees time to familiarize themselves with the course content prior to the training	M

No.	Requirement	Priority
3.	Comprehensive training materials shall be submitted for review and approval prior to commencement of the training.	M

4.3.3 Super User Training Requirements

No.	Requirement description	Priority
1.	The vendor shall train an appropriate number of super users to support the implementation activities. These super users MUST be involved in a sufficient amount of implementation work to enable **them become trained trainers and become the first line of support after commissioning**. The vendor must indicate the approach to the training of these super users.	M
2.	The vendor shall provide configuration training to the super users' team.	M

4.3.4 Functional Training Requirements

No.	Requirement	Priority
1.	The Functional Personnel includes managerial as well as line end users who will be responsible for the day to day usage of the system. The training for these personnel MUST be geared towards that part of the system that will support their business tasks.	M
2.	The vendor must indicate the minimum training hours a staff should have on the system before commencement of the utilization of the modules assigned to the user.	M

4.3.5 Technical (System Administration) training requirements

No.	Requirement	Priority
1.	In addition, the supplier must deliver technical training to an appropriate number of staff that will be involved in the system administration and maintenance to ensure that they are able to undertake the real work in addition to the functional training.	M
2.	Technical training shall include support staff and technicians who are expected to support the system after the supplier has completed implementation activities. These personnel must be trained at the various levels on the running and configuration of the proposed system to a level which allows personnel to effectively and independently manage the proposed system.	M
3.	The technical training must also include business continuity activities and disaster recovery procedures	M

4.3.6 Change Management and Communication

No.	Requirement	Priority
1.	The Vendor shall prepare a change management strategy and plan and schedule to undertake the change management activities required for each phase of the implementation. The change management strategy and plan shall be prepared and submitted alongside the project plan and once approved by the Authority, shall be the basis of all change management activities. The vendor shall be responsible for the implementation of all the planned change management activities working the Client's project management team.	M
2.	The vendor shall be required to train an appropriate number of change agents who will form the core team in addition to the assigned team from the supplier.	M
3.	The vendor shall as part of the monthly progress report issue a change management progress report indicating the progress of implementation of the approved change management strategy.	M
4.	The vendor shall at the end of each phase of the implementation prepare a change management completion report indicating the efficiency and effectiveness of the change management activities implemented.	M

5   SUPPORT AND MAINTENANCE REQUIREMENTS

The support and maintenance requirements are the requirements for the activities performed by the vendor after the implementation and acceptance process such as system upgrade and warranty.

5.1 Support

No.	Requirement	Priority
1.	The Vendor MUST support all the components and modules installed. The support services shall start from the date of final acceptance by the Authority.	M
2.	The Vendor MUST furnish the Authority with a maintenance schedule of all components supplied and installed. The Schedule MUST start from the date of final acceptance in accordance with the agreed **support and maintenance period.**	M
3.	All the Software and associated utilities installed by the Vendor MUST be provided with version numbers, upgrades, licensing information, third party agreements etc.	M
4.	The Vendor MUST install and configure all components in accordance with the manufacturers' specifications and the appropriate standards and MUST certify the installation accordingly.	M

No.	Requirement	Priority
5.	The Vendor MUST commit to providing on-going technical support for tuning and re-configuration within the support and maintenance period	M
6.	The Vendor MUST guarantee support for the proposed systems for at least 5 (five) years (beginning from the time of acceptance).	M
7.	Vendor MUST warrant support services and that they will be performed consistently with generally accepted industry standards. The warranties MUST be clearly defined.	M
8.	The Vendor MUST offer procedures for upgrading software as upgrades become available in the marketplace.	M
9.	The Vendor MUST specify the approach to the provision of upgrades during the support period. The vendor MUST demonstrate how upgrades to the proposed IT components would be undertaken and effectively delivered. Such upgrades MUST be available within six months of the commercial release of new versions. The Vendor MUST demonstrate capability to keep product support current.	M

5.2 Warranty

No.	Requirement description	Priority
1.	The supplier shall be responsible for provision of warranty for all components delivered on the project, even where the components have been delivered by a sub-contractor.	M
2.	All items supplied, including software shall be under warranty for a period of one (1) year from date of final acceptance. The Vendor shall provide a warranty schedule indicating all items under warranty and the start and end dates for the warranties.	M

5.3 Escalation Management

No.	Requirement description	Priority
1.	The Vendor MUST have established procedures to escalate problem issues within its organisation. An Escalation protocol shall be required before operational acceptance signoff.	M
2.	The Vendor MUST identify a senior team member to be assigned to the Authority to facilitate problem escalation.	M
3.	The Vendor MUST provide fixes/workarounds (preferably fixes) based on the criticality of the problem encountered.	M
4.	The Vendor must appoint a customer service	M

No.	Requirement description	Priority
	representative who will serve as a single point of contact for support	
5.	The Vendor MUST: a. Clearly define levels of support for all hardware and system software provided; b. Define the maximum and expected average response times to request for support or maintenance including travel times where applicable; and c. State how problems should be notified to vendor support staff along with the standard hours around which the support can be expected.	M

5.4 Application Software Source Code

No.	Requirement description	Priority
1.	The vendor MUST provide the application software source code to NEMA.	M

6 ANNEXES
6.1 Annex I: Proposed Outline for a Template for Environmental Audits and the Audit Reports

The Audit Report shall be done on the system and shall not be submitted as a separate attachment (document). The following are the key inputs into the Online Audit Report:

• No	• Proposed Field Description
• 1	• Name and Address of industry,
• 2	• Sector of the project
• 3	• Access Road
• 4	• Industry Contact Person Responsible for the Audit,
• 5	• Name and Company of Audit Expert and NEMA Reg. Number
• 6	• Date when the audit was carried out and date of audit report. Signatures.
• 7	• List of acronyms
• 8	• Digital location of the facility, land use of the project site, environmental biophysical and socioeconomic issues, neighboring establishments (radius to be determined by location), and other significant utilities and environmentally sensitive features in the area

		(airports, schools, hospitals, water bodies, parks, forests.)
		• If data on the environmental vulnerability of the surroundings exists these should also be included.
• 9		• Comprehensive regulatory framework relevant to facility operations, and evidence of compliance-
		• The system should be able to retrieve the following licenses/permits from other modules where applicable.
		✓ EIA license (s) covering the project
		✓ Effluent Discharge Permit(s)\ license
		✓ Waste license(s) (recycling\ disposal\ incineration\ transportation\ plastic use clearance)
		✓ Emissions license(s)
		✓ Noise and Excessive Vibration permit(s)
		✓ License(s) for waste water discharge into public sewers
		✓ Water abstraction permits
		✓ Prospecting and mining permit(s)
		✓ Evidence of effective public participation
		✓ RECP assessment report
		✓ Energy Audits
		✓ Business permits
		✓ All other relevant permits/licenses
• 10		• Make a description of the industry covering the following:
		• Category of project: High, medium, or low risk as per legal notice 31\32 of 2019
		• Site layout plan on which all buildings and production facilities, points of waste water discharges and emission to air, sources of noise emission, internal storage for raw materials, products and waste, internal roads (incl. surface and condition) etc. are indicated. The direction of north should also be indicated.
		• Information about production capacity, process flow charts, type and amount of raw materials used, energy usage, water usage (indicate if it is from natural source or from public water supply) and other materials used in the production (incl. possible hazardous substances).
		• Main sources for air emissions, waste water and waste.
		• Sources of Energy, type of fuel, maximum nominal capacity and fuel tanks.
		• Describe the programs for equipment inspection and maintenance and the records maintained in relation hereto.
		• Discuss Best Available Technologies (BAT) and Best Environmental Practices (BEP) in relation to your current practice.
		• Additional infrastructure to the initially licensed project.
• 11		• Emissions to air: The applicable parameters per sector to be inbuilt in the system as per the schedules in the Air Quality Regulations.
		• Describe the air pollution control technology\ mechanism in place (bag filters, ESP, cyclones, scrubbers etc.) and its capacity.
		• Submit a table for the analyzed parameters against the standards

		stipulated in the regulations and present a trend analysis of the quality of emissions for the 4 quarters in the year under audit. • Describe the measures that will be taken to ensure compliance with conditions in licenses and permits and the timeframe here fore. Wastewater discharges: • List the types of waste water generated from your operations, along with their quantities, and final discharge points. • Describe the onsite pre-treatment / waste water treatment facility(mechanical/chemical/biological treatment) and its capacity • Submit a table for the analyzed parameters applicable to the sector against the standards stipulated in the regulations and present a trend analysis of the quality of waste water discharged in the 4 quarters of the year under audit. • Describe the measures that will be taken to ensure compliance with conditions in licenses and permits and the timeframe here fore. Waste generation: • List the various waste streams and amounts generated • Describe the handling and possible storage of waste at the project site prior to final disposal. • Describe if parts of the waste is reused at the project facility and how this is done • Provide evidence (contractual agreement, tracking documents, waste handler license) to demonstrate proper waste disposal
•	12	• Environmental Emergency Preparedness - Emergency preparedness plan - Emergency response teams - Capacity building - Safety drills - Emergency communication chain - Incidence register - Grievance Redress Mechanism - Workplace registration
•	13	• Environmental Management Systems • -Is there an Environmental Policy • - Evidence of staff and senior management training on environmental concerns • - Presence of Environmental Sustainability Committee • -Participation in environmental events • Investment in Resource Efficiency and Cleaner Production practices. • - ISO 14000 and any other third party certification
•	14	• Discuss mainstreamed green initiatives • E.g. Use of solar, Tree planting, utilizing green energy, Recycling,

		Waste water harvesting. Circular economy. • Waste hierarchy • Industrial symbiosis • Quantification of GHG emissions, Climate change adaptation and mitigation measures.
•	15	• Records of health and environmental concerns of past and ongoing activities. • This shall not be undertaken for each periodic audit, but will be subjected to facilities with frequently reported environmental incidences.
•	16	• It should focus on key findings, conclusion and recommendations.

6.2   ANNEX II: Inspection Checklist

NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY
P.O Box 67839 –00200 Nairobi, Tel 020- 2183718/ 020 -2103696/ 0724
253398/ 0723363010
INSPECTION CHECKLIST

A) GENERAL					
Inspection Date: Commencement time:					
Facility Inspected:					
EIA Approval [no. and date of]					
Type of Site/Sector:					
Activities in neighborhood					
Location					
GPS Coordinates………					
Inspector(s)	Name	Designation	Institution	Tel.	Signature
Facility Representative(s)	Name	Designation	Dept.	Tel.	Signature
Type of inspection (Tick as appropriate)	Screening/ Reconnaissance inspection	Compliance Evaluation	Compliance Sampling	Control Audit	Other(s) Specify

Guidance Notes

- Score of 2 is against parameters that are a MUST for every facility
- Score of 1 is obtained if compliance with that parameter is evident, otherwise the facility scores 0

- In the event of the aspect being non-applicable (N/A) to the facility, its performance shall be evaluated as a percentage of the applicable parameters

ITEM	DESCRIPTION	LOCATION	OBSERVATION (Score) *(Please tick as appropriate)*	REMARKS
1.0	**LEGAL REQUIREMENTS**			
1.1	EIA		(a) EIA Approval in place (2) (b) N/A (Refer to 1.2)	
1.2	EA		(a) Initial Audit (2) (b) Annual Environmental Audit (1) (c) Self-Monitoring Audits (1)	
1.3	Other Environmental Requirements		(a) Have Relevant Licenses & permits (1) (b) Have Environmental Policy (1) (c) Environmental Management structures (1) (d) International Certificate that caters for environmental needs (1)	
Evaluation Score:				
2.0	**AIR POLLUTION**			
2.1	Generators & Other fuel burning activities		(a) Noise with legal limits (1) (b) No black smoke (1) (c) No leaking oil (1) (d) N/A	
2.2	Dust and Emissions		(a) Contained and minimized (1) (b) Control Equipment functioning (1) (c) Stack emissions measurement report (1) (d) N/A	
Evaluation Score:				
3.0	**WATER POLLUTION**			
3.1	General House keeping		(a) No Oil stains on ground (1) (b) No Garbage scattered on site (1) (c) No odors (1)	
3.2	Maintenance of settlement tanks & Oil water interceptor		(a) Chemical Analysis done (1) (b) No visible oil sheen in last chamber (1) (c) No turbidity, silt ,foam or odors(1) (d) N/A	
3.3	Drainage System		Neat & not clogged/ silted(1)	
Evaluation Score:				
4.0	**HARZARDOUS MATERIAL HANDLING AND STORAGE**			

4.1	Chemical storage & handling		(a) Visible warning signs(1) (b) No spills &Open Containers(1) (c) MSDS' Available (1) (d) First aid & emergency equipment (1) (e) Inventory available (1) (f) Appropriate chemical storage facilities (1) (g) Not stored close to other material (1) (h) Sufficient ventilation(1) (i) Adequate legible product labelling (1) (j) Stored on concrete slab with overhead covering(1) (k) N/A	
4.2	Above ground fuel tanks		(a) No extensive fuel spillage(1) (b) No leakage(1) (c) Emergency Equipment(1) (d) Tank integrity acceptable(1) (e) N/A	
4.3	Oil Change & Maintenance workshop		(a) Effective drip containment (1) (b) Designated storage drums(1) (c) Emergency equipment(1) (d) N/A	
Evaluation Score				
5.0	**NOISE (indicate measurements in dB)**			
	Noise due to facility activities and from generators		(a) Controlled and Monitored(1) (b) Within acceptable limits(1) (c) N/A	
Evaluation Score				
6.0	**OCCUPATIONAL SAFETY**			
6.1	*[Note masks, Ear muffs, Helmets, Boots, Gloves, Goggles, Overalls, etc.]*		(a) Relevant PPE availed (2) (b) PPE effectively used (2) (c) First Aid Kit/Clinic (1) (d) Safety signs displayed(1)	
6.2	Staff awareness/Information*(based on a sample of 3 workers randomly chosen and questioned)*		(a) Regular Staff training (1) (b) Emergency procedures displayed and known(1) (c) Known Environmental Policy(1)	
Evaluation score				
7.0	**WASTE MANAGEMENT**			

7.1	Waste type(s)		(a) Chemical (b) Flammable (c) Corrosive (d) Construction (e) Other(specify)	
7.2	Waste storage containers		(a) Waste is categorized& separated(2) (b) Containers satisfactory labeled(1) (c) Containers effectively closed & regular emptied(1)	
7.3	Waste storage area		(a) Secured & designated storage area(1) (b) Not connected to drains(1) (c) Proper Floor surface(1) (d) Not close to other materials (1) (e) Warning signs(1)	
7.4	Waste handling &treatment		(a) Use Licensed waste handlers(1) (b) Waste records (amounts) kept(1) (c) Effective in-house program*[Check with 1.3 above]* (1) (d) Ground water contamination monitored(1) (e) Monthly effluent analysis(2) (f) Effective functioning of waste water treatment plant(1)	
8.0	**TRANSPORT & ACCESS PATHS/ROADS**			
8.1	Access roads& paths		(a) Maintained in good condition(1) (b) Access paths free of obstacles(1)	
9.0	**SOCIAL CONSIDERATION**			
	Community relationships and gender balance		(a) Evidence of cooperate social responsibility projects(1) (b) Has mechanism to attend to community complaints(1) (c) Local residents employed(1) (d) Gender sensitive facilities(1) (e) Gender sensitive considerations *[duties, leave. Training etc.]*(1)	
Evaluation Score:				
10.0	**ENERGY MANAGEMENT**			
	Energy		(a) Energy audit undertaken (2)	

Management and conservation		(b) Use of renewable energy and energy saving devices/measures (1)	
		(c) Energy Management plan in place (1)	

SUMMARY NOTES/REMARKS

Site Environmental Inspection Analysis and Collation

Performance Aspect		
1.	Legal Requirement	
2.	Air pollution	
3.	Water Pollution	
4.	Hazardous Material Handling	
5.	Noise	
6.	Occupational Safety & Health	
7.	Waste Management	
8.	Transport &Access Paths	
9.	Social Considerations	
10.	Energy Management	
TOTAL		
PERCENTAGE SCORE		

² *Consider only parameters that do apply to the facility being inspected and then evaluate grade as a percentage of the total*

INSTITUTIONAL GRADING

⁴ Percentage Score = [Total Score Obtained   ] × 100
                                   Max possible score from applicable parameters

Below 15%   15-39%   40-59%   60-79%   Above 80%

Red   Yellow   Golden   Blue
          Green

Report copied to: **Date:**

Signed by: **Date:**

     (a) Team Leader:

          …………………………………

Criteria for all Inspection Performance Elements

Level	Score	System Requirements	Performance Requirements
Significant improvement required	1	System element is ignored by the developer	Environmental performance requires significant improvement
Improvement Required (to meet minimum standard)	2	An attempt has been made to cater for them but not fully implemented or effective	Environmental performance required some improvement to meet required standard
Good performance	3	System element is implemented ,effective , complies with the relevant standard and adds value to the operation	Issue is understood, risks known and effective control strategies exist resulting in the issues being well managed
Very Good Performance	4	Demonstrated evidence of effective implementation, review and continuous improvement. System element meets relevant ISO 14001 requirement	Positive performance trends demonstrate continuous improvement and reduced risk to the operation
Excellent Performance	5	Highly effective system element has been implemented and maintained. Evidence of industry best practice or leadership	Highly effective environmental performance is demonstrated. Evidence of industry best practice or leadership

[3] *Performance aspects score in the range 0-5*

6.3 ANNEX III: Application forms under chemical management module

THIRD SCHEDULE

(r. 8(1))

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

APPLICATION FOR REGISTRATION OF A TOXIC AND HAZARDOUS INDUSTRIAL CHEMICAL OR MATERIAL

(To be submitted in triplicate and a soft copy)

Application Reference No.:

……………………………………………………………………….

PART A – Personal details

Name of Applicant (Individual/Company):

………………………………………………………

………………………………………………………………………………………………..

Postal Address:

…………………………………………………………………………………

Physical Address:

…………………………………………………………………………….

Fax: …………………………………………………………………………………………..

Telephone:

………………………………………………………………………………

E-mail Address:

…………………………………………………………………………

Certificate of Incorporation/Registration:

……………………………………………………

PIN: …………………………………………………………………………………………..

Category of applicant (Manufacturer/Agent/Exporter/Importer):

……………………………..

Name & Address of Manufacturer (where applicable):

………………………………………

………………………………………………………………………………………………..

PART B- Chemical Details

Common name(s):
……………………………………………………………………..

Chemical or Material name(s) and structural formula of the major active
ingredient: ………..
…………………………………………………………………………………………

CAS Registry No.:
………………………………………………………………………..

HS No.: ………………………………………………………………………………..

Intended use:
…………………………………………………………………………….

PART C – Chemical Characteristics
1. Toxicity of toxic and hazardous industrial chemicals and materials to test
    animals (oral,   dermal and inhalation LD_{50} and LC_{50})

    (a) Toxicity to bees:
        …………………………………………………………………..
    (b) Toxicity to fish:
        …………………………………………………………………...
    (c) Toxicity to birds:
        …………………………………………………………….…
    (d) Toxicity to soil micro-organisms:
        …………………………………………………………
    (e) Toxicity to others:
        …………………………………………………………………

2. Persistence in the environment:
    …………………………………………………………………
3. Safety measures
    (a) Antidote(s):
        ……………………………………………………………….………
    (b) Safety precautions:
        ……………………………………………………………...…
    (c) First Aid measures:
        …………………………………………………………………..
    (d) Any other relevant safety measures:
        ………………………………………………………

4. Registration numbers and references of the product in the country of origin
    and any other country(s) where it is marketed:
    …………………………………………………………………
    …………………………………………………………………………………………

5. Is the product authorized to be on the market in the country of origin? If yes,
    attach evidence:

……………………………………………………………………………………………
…………………………………………………………………………………………………
.

PART IV – Other relevant Information

1. Handling, storage and transportation information:
   ……………………………………………….
2. Indicate type of the packaging materials:
   ………………………………………………………..
3. Methods of disposal:
   …………………………………………………………………………..

The information contained herein is correct to the best of my knowledge and belief.

Name of Legally Authorized person:
…………………………………………………………...

Designation (if company) (Chairman, Secretary, etc.):
…………………………………………….

Signature of Applicant: …………………………………………

Date: ………………………………………………………

Seal/Stamp: …………………………………………………

NOTE: a) A separate application is required for each product
             b) If the space provided is not sufficient, attach a separate sheet.

EIGHTH SCHEDULE

(r. 19(2))

FORM 1

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

APPLICATION FOR LICENCE TO MANUFACTURE/ IMPORT/ EXPORT TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

(To be submitted in triplicate and a soft copy)

Contact details

Applicant's full name:

……………………………………………………………………..

Address:

………………………………………………………………………………..

Tel. No.:

………………………………………………………………………………..

Cell phone No.:

………………………………………………………………………………

E-mail: …………………………………   Fax:

……………………………………………

Full Name and Address of the Manufacturer:

………………………………………………….

………………………………………………………………………………………………..

.

Manufacturing site information;

Physical Location (county, town, street,):

…………………………………………………………………

L.R. No.:

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

….

G.P.S. Coordinates:

………………………………………………………………………………………

Environment Impact Assessment Licence:

………………………………………………………………….

Product information

a. Registration number:

……………………………………………………………..

b. Common names:

…………………………………………………………………………

c. Chemicals or materials name:

………………………………………………………………

d. Trade name:

……………………………………………………………………………

e. Formulation:

…………………………………………………………………………...

f. Concentration:

....

g. State of product (technical or formulated):

....

h. Purpose for Manufacture:

....

i. Quantity (Weight, Volume):

....

DECLARATION BY APPLICANT

I hereby certify that the particulars given above are correct or true to the best of my knowledge.

Name:

....

Signature: .... Date:

....

FOR OFFICIAL USE ONLY

Approved/Not approved:

.... Comments:

....

Receipt No.: .... Amount (Ksh):

....

Officer's Name:

.... Signature:

.... Date: ....

License No.: ....

Application Ref. No.: ....

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

LICENCE TO MANUFACTURE/ IMPORT/ EXPORT TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

Application Ref. No.:

....

Name:

....

....

.

Address:

....

Tel. No.:
……………………………………………………………………………………………...

This License is granted to (name of the applicant):
……………………………………………

…………………………………………………………………………………………………..
.

 Address:
…………………………………………………………………………………………..

To Manufacture Chemicals and / or Materials as follows:

Chemicals and / or Materials:
…....……………………………………………………………..

Quantity:
………………………………………………………………………………………...

Registration No.:
…………………………………………………………………………..

For sale /export /own use:
………………………………………………………………………

This License is valid from: ………………….………… to
………………….……………….

Signed: …………………………………….. Date:
………………………………………..

(Official seal)

Director General
National Environment Management Authority

FORM 3
(r. 19(6))

Application Reference No.: ……………………………………
License No.: ………………………………………………….

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

**NOTIFICATION OF TRANSFER OF LICENCE TO MANUFACTURE/
IMPORT/ EXPORT/ TRANSPORT/ DISTRIBUTE/ STORAGE** **OF TOXIC AND**

HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

PART A: DETAILS OF CURRENT LICENCE

A1: Name of the current license holder:
……………………………………………………
A2: PIN No.:
……………………………………………………………………………...
A3: Tel. No.:
……………………………………………………………………………
A4: E-mail Address:
…………………………………………………………………….
A5: Application Number of the Current License:
…………………………………………...
A6: Date of issue of the Current License:
……………………………………………...
A7: Licensed activity:
…………………………………………………………….

PART B: DETAILS OF THE TRANSFEREE

B I: Name (Individual/Firm): …………………………………………………
B2: PIN No.:
…………………………………………………………………………...
B3: Address:
…………………………………………………………………………
B4: Tel. No.:
…………………………………………………………………………
B5: E-mail Address:
……………………………………………………………………………
B6 Name of contact person:
………………………………………………………………….
B7: Capacity of transferee to run the license activity (financial, technological, manpower): ….
……………………………………………………………………………………
.

PART C: REASON(S) FOR TRANSFER OF LICENCE
……………………………………………………………………………………
……………………………………………………………………………………
……………………………………………………………………………………

PART D: DECLARATION BY TRANSFEROR AND TRANSFEREE

It is hereby notified that (Transferor) …………………………of (Postal Address) ………… ………………has on this……………… day of………………… 20………… transferred the Manufacture/ Import/ Export/ Transport/ Distribute/ Storage license No: ……………… to (Transferee) .. …………………. of (Postal Address) …………………………………who will assume his responsibility for all liability under this project.

Transferor   Transferee
Name: …………………………..   Name: ……..………………………….

Postal Address: ……………………   Postal Address: …………………………
Signed: …………………………   Signed: ………………………………..
Date: …………………………   Date: ……………………………………

PART E: FOR OFFICIAL USE

Approved/Not approved:
…………………………………………………………………………… Comments:
……………………………………………………………………………………….…
Receipt No.: ……………….………………. Amount (Ksh):
....
Officer's Name:
………………………………………………………………………….…. Signature:
…………………………………… Date: ……………………………………

FORM 4
(r. 19(9))

Application Reference No.: ……………………….
Certificate No.: …………………………………

THE ENVIRONMENTAL MANAGEMENT AND COORDINATION ACT, 1999

CERTIFICATE OF TRANSFER OF LICENCE TO MANUFACTURE/ IMPORT/ EXPORT/ TRANSPORT/ DISTRIBUTE/STORAGE OF TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

This is to certify that the License to Manufacture/ Import/ Export/ Distribute/ Transport/ Storage of Toxic and Hazardous Industrial Chemicals or Materials number……………………….. (License No.) Issued on ………………. (Date) to ……… …………………………………… (Name of previous holder) of ………………..………… (Postal address) …………………………… regarding …………………………………… (Licensed activity) whose objective is to ……………………………………………………
…………………….....………………………………………………………………
… ……………………………………………………... (Briefly describe purpose) located at …………………………… (Title No., Locality and County) has been transferred to ………………………………………... (Name of new holder) of …………………………… (Postal address) with effect from …………………………. (Date of transfer) in accordance with the provisions of the Act.

Dated this………… day of………… (Month) 20 …………… (Year)

Signature ………………………………………….
                (Seal)

Director General
National Environment Management Authority

FORM 5
(r. 20(2))

Application Reference No.: ……………………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

APPLICATION FOR PERMIT TO IMPORT/ EXPORT TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS
(To be submitted in triplicate and a soft copy)

Personal details

Applicant's full name:
…………………………………………………………………………..
Address:
…………………………………………………………………………………………………... Tel.
No.: …………………………...................... Cellphone No:
…………………………………….
E-mail: ……………………………………… Fax No.:
………………………………………
Full Name and Address of the Exporter or
Importer:…………………………………………..
…………………………………………………………………………………………………..
Nature of Business (Importer / Exporter / Wholesaler /Retailer /Distributor / Research / Other):
………………………………………………………………………………………………………
……

Product information

1. Registration number: ……………….…… Date of Expiry:
   …………………………………..
2. Country of Manufacture:
   ……………………………………………………………
3. Country of origin (if being imported):
   ……………………………………………………..
4. Country of destination (if being exported or re-exported):
   ………………………………………
5. Common names:
   …………………………………………………………………………
6. Chemical or material name:
   ……………………………………………………………...
7. Trade name:
   …………………………………………………………………………………
8. Formulation:
   …………………………………………………………………………..
9. Concentration/Purity:
   ………………………………………….…………………………

10. State of product (technical or formulated):
………………………………………………
11. Purpose of export/import:
…………………………………………………………………..
      a. For resale: …………………………………………………
      b. For manufacturing purpose: …………………………………………
      c. For importers own use: ………………………………………...
      d. Others (specify): ……………………………………………
12. Quantity (weight or volume): …………………………………………
13. Annual usage (weight or volume): …………………………………….
14. Value (Free On Board) Kshs.:
………………………………………………………………………
15. Licences (Environmental Impact Assessment, etc):
………………………………………………………

DECLARATION BY APPLICANT

I hereby certify that the particulars given above are correct to the best of my
knowledge.
Name: …………………………………………………………………………
Signature: ………………………………… Date:…. …………………………………..

FOR OFFICIAL USE ONLY
Approved / Not Approved:
…………………………………………………………………..
Comments:
……………………………………………………………………………………….
Receipt No.: ………………........................ Amount (KShs):
……………………………………………..
Officer's Name:
…………………………………………………………………………. Signature:
…………………………………… Date: …………………………………………….

FORM 6
(r. 20(3))

Permit No.: ……………………………………….

Application Ref. No.: ………………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

PERMIT TO IMPORT/ EXPORT TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

Name:
……………………………………………………………………………………..

Address:
…………………………………………………………………………………..

Tel. No.: …………………………………………………………………………………..

This Permit is granted to (name of the applicant):
………………………………………………

……………………………………………………………………………………..

Address :
…………………………………………………………………………….

To import /export/manufacture Chemicals or Materials as follows:

Chemicals or Materials:
…………………………………………………………………

Quantity:
……………………….....……………………………………………………………………………

Registration No.:
………………………………………………………………………………………

For resale / manufacture /export/import/own use:
………………………………………………………

This Permit is valid from: …………………… to …………………………..

Signed: .... Date:

....

(Official seal)

Director General
National Environment Management Authority

FORM 7
(r. 28 (3))

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

APPLICATION FOR PERMIT TO USE TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS FOR MINING / EXTRACTIVE ACTIVITIES

Contact details
Applicant's full name:
....
Address:
....
Tel. No.:
....
Cell phone No.:
....
E-mail: ....   Fax:
....
Full Name and Address of the Manufacturer:
....
....
.

Mining site information;
Physical Location (county, town, street,):
....
L.R. No.:
....
....
G.P.S. Coordinates:
....

Environment Impact Assessment Licence:
....

Product information
Registration number:
....
Common names:

……………………………………………………………………………………
Chemicals or materials name:
………………………………………………………………………
Trade name:
………………………………………………………………………………….
Concentration:
………………………………………………………………………………….
State of product (technical or formulated):
…………………………………………………………….
Purpose for use in mining:
…………………………………………………………………...............
Quantity (Weight, Volume):
……………………………………………………………………………….

Onsite / Mining site storage facility:
………………………………………………………………………

DECLARATION BY APPLICANT
I hereby certify that the particulars given above are correct / true to the best of my knowledge.
Name:
………………………………………………………………………………...
Signature: …………………………………… Date:
……………………………………………….

FOR OFFICIAL USE ONLY
Approved/Not approved:
……………………………………………………………………… Comments:
……………………………………………………………………………………….
Receipt No.: ……………..……………….. Amount (Ksh):
……………………………………………..
Officer's Name:
…………………………………………………………………….……. Signature:
………………………………… Date: …………………………………………

<div align="center">

FORM 8
(r. 28 (6))

</div>

Permit No.: ……………………………………………….

Application Ref. No.: …………………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

PERMIT TO USE TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS IN MINING / EXTRACTIVE ACTIVITIES

Name:
………………………………………………………………………………………..

Address:
………………………………………………………………………………………..

Tel. No.: ………………………………………………………………………………………..

This Permit is granted to (name of the applicant):
………………………………………………

………………………………………………………………………………………..

Address: …………………………………………………………………………………

To use toxic and hazardous industrial chemicals and / or materials for Mining / Other Extractive Activities as follows:

Chemicals or Materials	Registration No.	CAS No.	HS No.	Quantity	Purpose: Mining / Other Extractive Activities

Location of mining site (LR. No./ County/ Town/ Other):
…………………………………………

……………………………………………………………… ………………………………….

GPS Coordinates:
…………………………………………………………………………………

This Permit is valid from: ………………………….…….. to
……………………………………..

This permit is subject to the following conditions:
………………………………………………………………………………………………………

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

.

Signed: …………………………………………………… Date:
………………………………………

(Official seal)

Director General
National Environment Management Authority

FORM 9
(r. 29(2))

Application Ref. No.: …………………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

APPLICATION FOR LICENCE TO DISTRIBUTE TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

(To be submitted in triplicate and a soft copy)

A. Person/ Firm/ Agent Information
Name of the applicant:
……………………………………………………………………
PIN No.:
……………………………………………………………….................
Tel. No.:
………………………………………………………………………..
E-mail Address:
…………………………………………………………………………
Licensed activity:
………………………………………………………………………

B: Storage Facility/ies
Location (County, Town):
………………………………………………………………….
GPS Coordinates:
…………………………………………………………………………
Type (Warehouse/ Drum Store/ Tanks / Others):
…………………………………………………..
Capacity:
………………………………………………………………………..
Description of the neighborhood / surrounding environment:
………………………………..
……………………………………………………………………………………………….
.
Environment Impact Assessment License:
…………………………………………………..

C. Inventory of Chemicals or Materials under Storage

Name of Chemicals or Material	UN Hazard Class	CAS No.	HS No.	Unit Capacity of Container	Total weight or volume	Purpose: For resale / Manufacture / Export/ Import/ Own Use/ Other

D. Details of Mode of Transport

Mode of transport (road, water, air):

……………………………………………………..…….

Type of Transport (vehicles/ ship / vessel/ aircraft/ other):

…………………………………..…….

Registration number:

…………………………………………………………………………

Approval license/ permit/ other to transport:

…………………………………………………...

Origin and destination:

..…………………………………………………………………..

Proposed transport route on a scaled map:

……………………………………………..

Frequency and duration:

…………………………………………………………………..

E. Inventory of Chemicals or Materials in Transit

Name of Chemicals or Material	UN Hazard Class	CAS No.	HS No.	Unit Capacity of Container	Total weight or volume

F. Hazard Assessment

Describe the hazards of substance under storage (flammable/toxic/ explosive/ corrosive/ other):

………………………………………………………………………………..…

……………………………………………………………………………………………..

.

List fire protection, spillage, and release and pollution prevention / mitigation equipment in the vehicle, vessel or aircraft:

   1. …………………………………………………

   2. …………………………………………………

Describe the hazards of substance under storage (flammable/toxic/ explosive/ corrosive/ other):

…………………………………………………………………………..…

………………………………………………………………………………………..

.

List fire protection, spillage, and release and pollution prevention / mitigation equipment in the vehicle, vessel or aircraft:

1. ………………………………………………
2. …………………………………………………

Employees and emergency response team and their qualifications (attach document proof):

Name	Training and Qualification

Specific action to be taken by emergency response staff in the event of an incident (spill/ release/ fire / other):
…………………………………………………………………………
…………………………………………………………………………………………..

G. Storage Requirement
Applicant meets the storage safety requirements set out the Tenth Schedule of the toxic and hazardous industrial chemicals and materials regulations:

Yes ☐   No ☐   (Tick as appropriate)

H. Emergency Response Plan
Emergency and response plan with contents set out in the Fifth Schedule submitted:

Yes ☐   No ☐   (Tick as appropriate)

I. Quality Assurance
Provide certification of approval of the design, construction and testing of warehouse, storage and container tanks for bulk toxic and hazardous chemical or material transportation: ………
…………………………………………………………………………………………..
.

J. Any other information
……………………………………………………………………………...
....

Date: ………………………………………. Signature: ………………………………………

Designation / Title:
………………………………………………………………….…….………

FOR OFFICIAL USE ONLY

Approved/Not approved:
………………………………………………………………………. Comments:
………………………………………………………………………………..…

Receipt No.: ………………........................ Amount (Ksh):
....

Officer's Name:
………………………………………………………………………….…..

     (Official Seal)

Signature: ……………………………….… Date: ………………………………………

FORM 10
(r. 29(3))

License No.: …………………………………………

Application Ref. No.: …………………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

LICENCE TO DISTRIBUTE TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

Name:
…………………………………………………………………………………..
Address:
…………………………………………………………………………………..
Tel. No.: ………………………………………………………………………………….
.
This License is granted to (name of the applicant):
……………………………………………………
…………………………………………………………………………………………..
Address: …………………………………………………………………………………

to distribute the following toxic and hazardous industrial chemicals or materials

Name of Chemicals or Material	UN Hazard Class	CAS No.	HS No.	Unit Capacity of Container	Total weight or volume	Purpose: For resale / Manufacture / Export/ Import/ Own Use/ Other

This license applies to the following storage and transportation facilities:

Storage
Location (County, Town):
………………………………………………………………….
GPS Coordinates:
…………………………………………………………………………
Type (Warehouse/ Drum Store/ Tanks / Others):
…………………………………………..
Capacity:
…………………………………………………………………………..

Transport

Mode of transport (road, water, air):

………………………………………………………..

Type of transport (vehicles/ ship / vessel/ aircraft/ other):

…….....………………………….

Registration number:

………………………………………………………………………

Origin and destination:

………………………………………………………………………

Proposed transport route/s on a scaled map:

..……………………………………………………

This license is valid from ………………..………..…….. to

………………….......................……….

This license is subject to the following conditions:

Hazard assessment and mitigation measures:

…………………………………………………………..

Emergency Response Plan:

……………………………………………………………………..

Transports and Storage Certification Approvals / Requirements:

………………………………………

……………………………………………………………………………………………

…………

Trained employees and emergency response team:

……………………………………………..

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

……….

Any other conditions:

……………………………………………………………………………….

……………………………………………………………………………………………

……….

Signed: .... Date:

…………………………………………….

(Official seal)

Director General
National Environment Management Authority

FORM 11

(r. 30 (2))

Application Ref. No.: …………………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

APPLICATION FOR LICENCE TO STORE TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS
(To be submitted in triplicate and a soft copy)

A. Person/ Firm/ Agent Information
I hereby apply for a license to store toxic and hazardous industrial chemicals or materials of which particulars are given below:

Name of the applicant:
………………………………………………………………………
PIN No.:
………………………………………………………………………...............
Tel. No.:
………………………………………………………………………..
E-mail Address:
………………………………………………………………………
Licensed activity:
………………………………………………………………………

B: Storage Facility
Location (County, Town):
……………………………………………………………………
GPS Coordinates:
………………………………………………………………………
Type (Warehouse/ Drum Store/ Tanks / Others):
……………………………………………… .
Capacity:
………………………………………………………………………...
Description of the neighborhood / surrounding environment:
………………………………...
………………………………………………………………………………..
.
Environment Impact Assessment License:
…………………………………………………..

C. Inventory of Chemicals or Materials

Name of Chemicals or Material	UN Hazard Class	CAS No.	HS No.	Unit Capacity of	Total weight or	Purpose: For resale / Manufacture /

				Container	volume	Export/ Import/ Own Use/ Other

D. Hazard Assessment

Describe the hazards of substance under storage (flammable/toxic/ explosive/ corrosive/ other):

…………………………………………………………………………………...

List fire protection, spillage, and release and pollution prevention / mitigation equipment in the vehicle, vessel or aircraft:

 1. …………………………………………………
 2. …………………………………………………

Employees and emergency response team and their qualifications (attach document proof):

Name	Training and Qualification

Specific action to be taken by emergency response staff in the event of an incident (spill/ release/ fire / other):

……………………………………………………………………………

………………………………………………………………………………………..

E. Storage Requirement

Applicant meets the storage safety requirements set out the Tenth Schedule of the toxic and hazardous industrial chemicals and materials regulations:

Yes ☐   No ☐   (Tick as appropriate)

G: Emergency Response Plan

Emergency and response plan with contents set out in the Fifth Schedule submitted:

Yes ☐   No ☐   (Tick as appropriate)

H. Quality Assurance

Provide certification of approval of the design, construction and testing of warehouse, storage and container tanks for bulk toxic and hazardous chemical or material transportation: ………

………………………………………………………………………………………..

.

I. Any other information

…………………………………………………………………...
....

Attach recommendation document(s) from the relevant lead agency.

Date: ……………………………………. Signature: ………………………………………
Designation / Title: ………………………………………………………….……………

FOR OFFICIAL USE ONLY

Approved/Not approved:
…………………………………………………………………… Comments: …………………………………………………………………………….…
Receipt No.: ………………..................... Amount (Ksh): ....
Officer's Name: …………………………………………………………….…..

      (Official Seal)

Signature: ………………………………… Date: …………………………………….

FORM 12
(r. 30(3))

License No.: ……………………………………………

Application Ref. No.: …………………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

LICENCE TO STORE TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

Name:
…………………………………………………………………………..

Address:
…………………………………………………………………………..

Tel. No.: …………………………………………………………………………..
.

This License is granted to (name of the applicant):
…………………………………………………
…………………………………………………………………………..

Address :
………………………………………………………………………….

to store the following toxic and hazardous industrial chemicals or materials:

Chemicals or Materials	Registration No.	CAS No.	HS No.	Quantity	Purpose: For resale / Manufacture / Export/ Import/ Own Use/ Other

Location (LR. No./ County/ Town/ Other):
……………………………………………………

GPS Coordinates:
………………………………………………………………………….

Type (Warehouse/ Tanks / Others):
……………………………………………………… .

Capacity:……………………………………………………………………………
..

This license is valid from ………………..………..….. to
…………………………………….

This license is subject to the following conditions:
…………………………………………………………………………………………
…………………………………………………………………………………………

Signed: .... Date:
…………………………………………..

(Official seal)

Director General
National Environment Management Authority
FORM 13
(r. 31(2))

Application Ref. No.: …………………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

APPLICATION FOR LICENCE / PERMIT TO TRANSPORT AND / OR TRANSIT THROUGH KENYA TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS
 (To be submitted in triplicate and a soft copy)

A. Person/ Firm/ Agent Information
I hereby apply for a license to transport toxic and hazardous industrial chemicals or materials of which particulars are given below:

Name of the applicant:
…………………………………………………………………………
PIN No.:
…………………………………………………………………….................
Tel. No.:
……………………………………………………………………………...
E-mail Address:
…………………………………………………………………………
Licensed activity:
……………………………………………………………………….

Exporter Registration
No:…………………………………………………………………….
Name:…
………………………………………………………………….................
Address:
……………………………………………………………………………...
Contact
Person:……………………………………………………………………..
Telephone No.: …………………………… Fax:
…………………………………………..
E-mail Address:
………………………………………………………………………

Importer Registration
No:…………………………………………………………………………….
Name:…
…………………………………………………………………………………………...............
Address:
…………………………………………………………………………………………...
Contact
Person:…………………………………………………………………………………...
Telephone No.:……………………………… Fax:
…………………………………………...
E-mail Address:
…………………………………………………………………………

B. Details of Mode of Transport / Intended carrier (s)
Name:…
…………………………………………………………………………………...............
Address:
…………………………………………………………………………………...
Contact
Person:…………………………………………………………………………………..
Telephone No.:……………………………… Fax:
…………………………………………...
E-mail Address:
………………………………………………………………………………
Mode of transport (road, water, air):
………………………………………………………………….
Type of Transport (vehicles/ ship / vessel/ aircraft/ other):
…………………………………..……
Registration number:
…………………………………………………………………………
Approval documents from relevant agency:
…………………………………………………..…
Origin and destination:
..…………………………………………………………………………..
Proposed transport route on a scaled map:
…………………………………………………..
Frequency and duration:
……………………………………………………………………..
Intended period of time for transit: …………………
(Expected entry date:…………………... Expected exit date:…………………..)

C. Inventory of Chemicals or Materials to be transported and / or on transit

Name of Chemicals or Material	UN Hazard Class	CAS No.	HS No.	Unit Capacity of Container	Total weight or volume

D. Hazard Assessment

Describe the hazards of substance being transported (flammable/toxic/ explosive/ corrosive/ other):

……………………………………………………………………………....

……………………………………………………………………………………..

.

List fire protection, spillage, release and pollution prevention / mitigation equipment in the vehicle, vessel or aircraft:

1. ……………………………………………………
2. ……………………………………………………
3. ……………………………………………………
4. ……………………………………………………

Training received by driver and emergency response team (attach document proof):

Name	Training and Qualification

Specific action to be taken by driver and or emergency response in the event of an incident (spill/ release/ fire / other):

……………………………………………………………….

………………………………………………………………………………………….

………………………………………………………………………………………..

E. Transport Safety

Applicant meets the transport safety requirements provided under regulation 36 of the toxic and hazard industrial chemicals and materials regulations:

Yes ☐ No ☐ (Tick as appropriate)

G: Emergency Response Plan

Emergency and response plan with contents set out in the Fifth Schedule submitted:

Yes ☐ No ☐ (Tick as appropriate)

H. Quality Assurance

Certification of approval of the design, construction and testing of tank and tank containers for bulk toxic and hazardous chemical or material transportation:

………………….……………

……
.

I. Written Prior Informed Consent (PIC) from relevant Competent Authority of
  country of import: Has consent been given?

Yes ☐   No ☐   (Tick as appropriate), [If "Yes", attach copy of PIC]

J. Any other information
………
…….

Attach recommendation document(s) from the relevant lead agency.

I / We …………………………………… Hereby confirm that the above information and particulars is true and correct.

Date: …………………………………… Signature: ……………………………………
Designation / Title: ………………………………………………………….…………

FOR OFFICIAL USE ONLY

Approved/Not approved: …………………………………………………………. Comments: ………………………………………………………………………..…
Receipt No.: ………………......................... Amount (Ksh): ……………………………………………
Deposit bond – 15% of Cost, Insurance and Freight value (CIF) (Refundable) (Ksh):
Application received by (Officer's Name): ……………………………………………….……
Signature: ………………………………… Date: …………………………………………

FORM 14

(r. 31(4))

License No.: ……………………………………
Application Ref. No.: …………………………

ENVIRONMENT MANAGEMENT AND COORDINATION ACT, 1999

LICENCE / PERMIT TO TRANSPORT AND / OR TRANSIT TOXIC AND HAZARDOUS INDUSTRIAL CHEMICALS OR MATERIALS

Name:
……………………………………………………………………………..
Address:
……………………………………………………………………………..
Tel. No.: …………………………………………………………………………..
.
This License is granted to (name of the applicant):
………………………………………………
……………………………………………………………………………..
Address:
……………………………………………………………………………..
to transport the following toxic and hazardous industrial chemicals or materials:

Registration No.	Chemicals or Materials	Trade Name	CAS No.	HS No.	Approved / Licensed Quantity (Kgs)	Quantity to be Imported / Exported (Kgs)	Balance of Quantity to be Imported / Exported (Kgs)	Purpose: For resale / Manufacture / Export/ Import/ Own Use/ Transit / Other

Mode of transport (road, water, air):
………………………………………………….
Type of transport (vehicles/ ship / vessel/ aircraft/ other):
…...…………………………………
Registration number:
……………………………………………………………………
Origin and destination:
…………………………………………………………………..
Country of origin and Country of destination:
………………………………………………
……………………………………………………………………………………
Proposed transport route/s on a scaled map:
……………………………………………….
Frequency and duration:
………………………………………………………………….

This license /Permit is valid from: …………………..…………..… to ……….....…......................…..

This license / Permit is subject to the following conditions: ...……………………………………………………………………………………………

Signed: .... Date: ……………………………………………….

(Official seal)

Director General
National Environment Management Authority

i) Implementation Schedule Table

*[Specify **desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.**]*

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Tenderer to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
0	Project Plan	- -	- -		- -	W_	no
1	Subsystem 1	1	___		- -	- -	- -
:	etc.						
x	Operational Acceptance of the System as an integrated whole	- -	all sites		- -	W__	yes
y	Recurrent Cost Items – Warranty Period	y	- -				

Note: The System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.

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

II). SITE TABLE(S)

: 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	NAIROBI	POPO ROAD OFF MSA ROAD	N/A

III) TABLE OF HOLIDAYS AND OTHER NON – WORKING DAYS

[Specify: the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).]

Month	20xy	20xy+1	20xy+2	….			…	20zz
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

B.   System Inventory Tables

Notes on preparing the System Inventory Tables

The System Inventory Tables detail:

a)   for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other Goods and Services that comprise the System to be supplied and/or performed by the Supplier;

b)   the quantities of such Information Technologies, Materials, and other Goods and Services;

c)   the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)

d)   the cross references to the relevant section of the Technical Requirements where that item is described in greater detail.

The Procuring Entity should modify these tables, as required, to suit the particulars of the System (and Sub systems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.

There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the Procuring Entity to obtain price information about items that are needed during the Warranty Period.

A. **System Inventory Table (Supply and Installation Cost ITEMS) [***insert: identifying NUMBER]*

Line-item number: [*specify:* **relevant line-item number from the Implementation Schedule (e.g., 1.1)]**
[as necessary for the supply and installation of the System, specify: **the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed.** *Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration.]*

Component No.	Component	Relevant Technical Specifications No.	Additional Site Information (e.g., building, floor, department, etc.)	Quantity
1.	Subsystem 1		- -	- -
1.1	_____			- -
:				
2.	Subsystem 2			- -
2.1	_____			- -
:				

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

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

Line-item number: [*specify: **relevant line-item number from the Implementation Schedule (e.g., y.1)**]

Component No.	Component	Relevant Technical Specifications No.	Y1	Y2	Y3
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		----days	----days	----days
3.2	Sr. Programmer		----days	----days	----days
3.3	Sr. Network Specialist, …. etc.		----days	----days	----days
	…				

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI - General Conditions of ContractC

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 Contrac

t Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

ii) "Contract Documents" means the documents specified in Article1.1(Contract Documents) of the Contract Agreement (including any amendments to these Documents).

iii) "Contract Agreement" means the agreement entered into between the Procuring Entity and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the tender documents and any modifications to this form agreed to by the Procuring Entity and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

iv) "GCC" means the General Conditions of Contract.

v) "SCC" means the Special Conditions of Contract.

vi) "Technical Requirements" means the Technical Requirements in Section VII of the tendering documents.

vii) "Implementation Schedule" means the Implementation Schedule in Section VII of the tendering documents.

viii) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

ix) "Procurement Regulations" refers to the Regulations issued under the Public Procurement and Asset Disposal Act (2015).

x) "tendering documents" refers to the collection of documents issued by the Procuring Entity to instruct and inform potential suppliers of the processes for tendering, selection of the winning tender, and Contract formation, as well as the contractual conditions governing the relationship between the Procuring Entity and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the tendering documents reflect the Procurement Regulations that the Procuring Entity is obligated to follow during procurement and administration of this Contract.

b) Entities

i) "Procuring Entity" means the entity purchasing the Information System, as **specified in the SCC.**

ii) "Project Manager" means the person **named as such in the SCC** or otherwise appointed by the Procuring Entity in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the Procuring Entity.

iii) "Supplier" means the firm or Joint Venture whose tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

iv) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by the Procuring Entity in the manner provided in GCC Clause18.2 (Supplier's Representative) to perform the duties delegated by the Supplier.

v) "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is sub contracted directly or indirectly by the Supplier.

vi) "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the Procuring Entity and the Supplier to make a decision on or to settle any **ScopeDispute between the Procuring Entity and the Supplier referred to him or her bythe parties, pursuant to GCC Clause 43.1 (Adjudication).**

vii) "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.

viii) "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.

ix) "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.

x) "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.

xi) "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.

xii) "The Project Plan" means the document to be developed by the Supplier and approved by the Procuring Entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's tender. The "Agreed Project Plan" is the version of the Project Plan approved by the Procuring Entity, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

xiii) "Software" means that part of the System which are instructions that cause information processing Sub systems to perform in a specific manner or execute specific operations.

xiv) "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.

xv) "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.

xvi) "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 Appendix4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.

xvii) "**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.

xviii) "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.

xix) "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). "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Procuring Entity under the Contract.

xx) "Standard Materials" means all Materials not specified as Custom Materials.

xxi) "Custom Materials" means Materials developed by the Supplier at the Procuring Entity's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.

xxii) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extractor re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter in to computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

xxiii) "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.

c) **Activities**

i) "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the current edition Incoterms specified in the Contract.

ii) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).

iii) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).

iv) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test (s).

v) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Sub system, is able to attain the functional and performance requirements specified in the Technical Requirements 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 Procuring Entity of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause27.3(Operational Acceptance).

d) **Place and Time**

i) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.

ii) **Unless otherwise specified in the SCC** "Project Site (s)" means the place (s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.

iii) "Eligible Country" means the countries and territories eligible for participation in procurements.

iv) "Day" means calendar day of the Gregorian Calendar.

v) "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in Kenya.

vi) "Month" means calendar month of the Gregorian Calendar.

vii) "Year" means twelve (12) consecutive Months."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 Sub system(s).

viii) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Procuring Entity and Supplier in relation to the System, as **unless otherwise specified in the SCC,** the Contract shall continue in force until the Information System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract**.**

ix) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Sub system(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Sub-system[s]) as provided in GCC Clause 29 (Defect Liability).

x) "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.

xi) 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 Contractor under separate contract(s).

2. Contract Documents

2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1 Governing Language

3.1.1 All Contract Documents and related correspondence exchanged between Procuring Entity and Supplier shall be written in **the English Language** of these tendering documents**,** and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents or related correspondence are prepared in a language other than the English Language under GCC Clause 3.1.1 above, the translation of such documents into the **English** language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the 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 Procuring Entity 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.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.

3.7 Independent Supplier
The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Sub contractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Procuring Entity, and nothing contained in the Contractor in any sub contract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Sub contractors and the Procuring Entity.

3.8 Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one of such firms to 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 Procuring Entity.

3.9 Non-waiver

3.9.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.9.2 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.

3.10 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.

3.11 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, air mail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

4.1.1   Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by air mail post or special courier, except as otherwise specified in the Contract.

4.1.2   Any notice sent by air mail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by air mail or special courier.

4.1.3   Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2   Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

4.3   Pursuant to GCC Clause 18, notices from/to the Procuring Entity are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the Procuring Entity or Supplier may give and receive notices at their fall back addresses. The address of the Project Manager and the fall back address of the Procuring Entity are as **specified in the SCC** or as subsequently established/ amended. The address of the Supplier's Representative and the fall back address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5.   Governing Law

5.1   The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

5.2   Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya when
   a   As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
   b   by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

6   Fraud and Corruption

6.1   The Procuring Entity requires compliance with the laws of Kenya on Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in its statutes.

6.2   The Procuring Entity requires the Suppliers to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

7   Scope of the System

7.1   Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Supplier's

obligations cover the provision fall Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.

7.2 The Supplier shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and/or items and Materials were expressly mentioned in the Contract.

7.3 The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's tender, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), areas **specified in the SCC,** including the relevant terms, characteristics, and timings.time for Commencement and Operational Acceptance

7.4 The Supplier shall commence work on the System with in the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Supplier shall there after proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

7.5 The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Sub system (s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

8 Supplier's Responsibilities

8.1 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 the irrespective callings and supervisory staff who are competent to adequately supervise the work at hand.

8.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by the Procuring Entity and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date twenty-eight (28) days prior to tender submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

8.3 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.

8.4 The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Kenya that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor'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 Procuring Entity under GCC Clause 10.4 and that are necessary for the performance of the Contract.

8.5 The Supplier shall comply with all laws in force in Kenya. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless the Procuring Entity from

and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature a rising or resulting from the violation of such laws by the Supplier or its personnel, including the Sub contractors and their personnel, but without prejudice to GCC Clause 10.1. The Supplier shall not indemnify the Procuring Entity to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Procuring Entity.

8.6 The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.

8.7 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).

8.8 Pursuant to paragraph 2.2e. of Appendix B to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Supplier's and its Sub contractors' and sub-consultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the PPRA's prevailing sanctions procedures).The Supplier shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC.**

8.9 **Unless otherwise specified in the SCC** the Supplier shall have no other Supplier responsibilities.

9 Procuring Entity's Responsibilities

9.1 The Procuring Entity shall ensure the accuracy of all information and/or data to be supplied by the Procuring Entity to the Supplier, except when otherwise expressly stated in the Contract.

9.2 The Procuring Entity shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1(b).

9.3 The Procuring Entity shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other are as reasonably required for the proper execution of the Contract.

9.4 If requested by the Supplier, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or under takings require the Supplier or Sub contractors or the personnel of the Supplier or Sub contractors, as the case may be, to obtain.

9.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the Contract, the Procuring Entity shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.

9.6 The Procuring Entity shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by the Procuring Entity may result in an appropriate extension of the Time for Operational Acceptance, at the

Supplier's discretion.

9.7 Unless otherwise specified in the Contractor agreed upon by the Procuring Entity and the Supplier, the Procuring Entity shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.

9.8 The Procuring Entity will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the Contract.

9.9 The Procuring Entity assumes primary responsibility for the Operational Acceptance Test (s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in anyway the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.

9.10 The Procuring Entity is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.

9.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Procuring Entity, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test (s), in accordance with GCC Clause 27.2.

9.12 **Unless otherwise specified in the SCC** the Procuring Entity shall have no other Procuring Entity responsibilities.

Payment

10 Contract Price

10.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

10.2 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;

10.3 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.

10.4 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price–tender price)/ tender price X 100*.

11 Terms of Payment

11.1 The Supplier's request for payment shall be made to the Procuring Entity 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.**

11.2 No payment made by the Procuring Entity herein shall be deemed to constitute acceptance by the Procuring Entity of the System or any Sub system (s).

11.3 Payments shall be made promptly by the Procuring Entity, but in no case later than (sixty (60) days after submission of a valid invoice and upon satisfactorily performance of the contractual obligations by the Supplier. In the event that the Procuring Entity fails to make any payment by its respective due date or within the period set forth in the Contract, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate (s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

11.4 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.**

11.5 **Unless otherwise specified in the SCC,** payment of the foreign currency portion of the Contract Price for Goods supplied from outside Kenya shall be made to the Supplier through an irrevocable Form of credit opened by an authorized bank in the Supplier's Country and will be payable on presentation of the appropriate documents. It is agreed that the Form of credit will be subject to Article10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris.

12   Securities

12.1 **Issuance of Securities**
The Supplier shall provide the securities specified below in favor of the Procuring Entity at the times and in the amount, manner, and form specified below.

12.2 Advance Payment Security

a)   Unless otherwise specified in the SCC, 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.

b)   The security shall be in the form provided in the tendering documents or in another form acceptable to the Procuring Entity. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Supplier from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Procuring Entity. **Unless otherwise specified in the SCC,** the reduction in value and expiration of the Advance Payment Security are calculated as follows:

P*a/(100-a), where "P" is the sum of all payments effected so far to the Supplier (excluding the Advance Payment), and "a" is the Advance Payment expressed as a percentage of the Contract Price pursuant to the SCC for GCC Clause12.1.

The security shall be returned to the Supplier immediately after its expiration.

12.3 Performance Security

13.3.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency **specified in the SCC**.

13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the tendering documents, or it shall be in another form acceptable to the Procuring Entity.

13.3.3 The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than twenty-eight (28) 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.

13 Taxes and Duties

13.1 For Goods or Services supplied from outside and inside Kenya, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Kenya and inside Kenya, and these duties or taxes shall be 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.

13.2 For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to the Procuring Entity. The only exception 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 Kenya, and only if these taxes, levies and/or duties are also excluded from the Contract Price in Article 2 of the Contract Agreement and the Price Schedule it refers to.

13.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in Kenya, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

13.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in Kenya (also called "Tax" in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Sub contractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

D.   Intellectual Property

14   Copyright

14.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.

14.2 The Procuring Entity agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause16, except that additional copies of Standard Materials may be made by the Procuring Entity for use within the scope of the project of which the System is apart, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.

14.3 The Procuring Entity's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant 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)**.**

14.4 **Unless otherwise specified in the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contractor on creation of the rights (if later than the date of this Contract), vest in the Procuring Entity. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Procuring Entity may consider necessary or desirable to perfect the right, title, and interest of the Procuring Entity in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of am or alright in such an item does not assert it, and the Supplier shall, if requested to do so by the Procuring Entity and where permitted by applicable law, ensure that the holder of such a moral right waives it.

14.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required.

15   Software License Agreements

15.1 Except to the extent that the Intellectual Property Rights in the Software vest in the Procuring Entity, the Supplier here by grants to the Procuring Entity license to access and use the Software, including all inventions, designs, and marks embodied in the Software.
Such license to access and use the Software shall:
a)   be:
   i.   non-exclusive;
   ii.   fully paid up and irrevocable (except that it shall terminate if the Contract terminates under GCC Clauses 41.1 or 41.3);
   iii. **unless otherwise specified in the SCC** valid throughout Kenya;
   iv.   **unless otherwise specified in the SCC subject** to NO additional restrictions.
b)   Permit the Software to be:

i.   used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's tender), plus a backup computer(s) of the same or similar capacity, if the primary is (are) in operative, and during a reasonable transitional period when use is being transferred between primary and back up;

ii.   used or copied for use on or transferred to are placement computer (s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's tender specifies a class of computer to which the license is restricted, 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 back up computer (s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;

iv.   reproduced for safe keeping or back up purposes;

v.   customized, adapted, or combined with other computer software for use by the Procuring Entity, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as a reset forth in this Contract;

vi.   **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service suppliers and their sub-contractors, (and the Procuring Entity may sub-license such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as a reset forth in this Contract; and

vii. **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.

15.2 TheSupplierhastherighttoaudittheStandardSoftwaretoverifycompliancewiththeabovelicenseagree
ments.
Unless otherwise specified in the SCC, the Procuring Entity will make available to the Supplier, within seven

(7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the Procuring Entity and the Supplier, Procuring Entity will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Supplier's control, and unencumbered transmission of resulting information on software usage.

16   Confidential Information

16.1 **Unless otherwise specified in the SCC,** the" Receiving Party" (either the Procuring Entity 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.

16.2 For the purposes of GCC Clause 17.1, the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of the Procuring Entity or the Procuring Entity's use of the System.

16.3 Notwithstanding GCC Clauses 17.1 and 17.2:

 a)   the Supplier may furnish to its Subcontractor Confidential Information of the Procuring Entity to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

 b)   the Procuring Entity may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and a tenderer by the Receiving Party's obligations under this GCC Clause 17 as if that person were party to the Contract in place of the Receiving Party.

16.4 The Procuring Entity shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without the Procuring Entity's prior written consent, use any Confidential Information received from the Procuring Entity for any purpose other than those that are required for the performance of the Contract.

16.5 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.

16.6 The above provisions of this GCC Clause17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.

16.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause17 shall survive the termination, for whatever reason, of the Contract for three (3) years.

E.   Supply, Installation, Testing, Commissioning, and Acceptance of the System

17   Representatives

17.1 **Project Manager**

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Procuring Entity shall appoint and notify the Supplier in writing of the name of the Project Manager. The Procuring Entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the Procuring Entity on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Procuring Entity pursuant to GCC Clause4.

17.2   Supplier's Representative

18.2.1   If the Supplier's Representative is not named in the Contract, then with in fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Procuring Entity in 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 Procuring Entity does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Procuring Entity objects to the appointment within fourteen (14) days giving the reason therefor, 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 Procuring Entity's prior written consent, which shall not be unreasonably withheld. If the Procuring Entity 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 Procuring Entity's Project Manager and staff, act within their own authority, and a tenderer by directives issued by the Procuring Entity that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5   The Supplier's Representative may, subject to the approval of the Procuring Entity (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities there by delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6   Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause18.2.5shall be deemed to be an act or exercise by the Supplier's Representative.

18.3   Objections and Removals

18.3.1   The Procuring Entity may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Procuring Entity, may have behaved inappropriately, be incompetent, or be negligent. The Procuring Entity shall provide evidence of the same, where upon the Supplier shall

remove such person from work on the System.

18.3.2   If any representative or person employed by the Supplier is removed in accordance with GCC Clause18.3.1, the Supplier shall, where required, promptly appoint a replacement.

18   Project Plan

18.1   In close cooperation with the Procuring Entity and based on the Preliminary Project Plan included in the Supplier's tender, the Supplier shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as **specified in the SCC** and/ or Technical Requirements.

Unless otherwise specified in the SCC, within thirty (30) days from the Effective Date of the Contract, the Supplier shall present a Project Plan to the Procuring Entity. The Procuring Entity shall, within fourteen (14) days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan 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 Procuring Entity. The Procuring Entity shall, within five (5) days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the Procuring Entity shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on the Procuring Entity and the Supplier.

18.2   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.

18.3   The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.

18.4   **Unless otherwise specified in the SCC**, the Supplier shall submit to the Procuring Entity Monthly Progress Reports summarizing:
   i)   Results accomplished during the prior period;
   ii)   cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
   iii)   corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
   iv)   other issues and outstanding problems; proposed actions to be taken;
   v)   resources that the Supplier expects to be provided by the Procuring Entity and/ or actions to be taken by the Procuring Entity in the next reporting period;
   vi)   other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.

18.5   The Supplier shall submit to the Procuring Entity other (periodic) reports **as specified in the SCC**.

19   Sub-contracting

19.1   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 Procuring Entity. 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 Procuring Entity for its approval insufficient time so as not to impede the progress of work on the System. The Procuring Entity shall not withhold such approval unreasonably. Such approval by the Procuring Entity of a Subcontractor (s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.

19.2   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 Procuring Entity's prior approval under GCC Clause 20.3.

19.3   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 Procuring Entity in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the Procuring Entity has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontract or to which the Procuring Entity has objected in writing prior to the end of the notice period. The absence of a written objection by the Procuring Entity during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the Procuring Entity of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the Procuring Entity or Supplier as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix3 of the Contract Agreement.

20   Design and Engineering

20.1   Technical Specifications and Drawings

21.1.1   The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contractor, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of in accurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.1.2   The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Project Manager.

21.2   Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 39.3.

21.3   Approval/ Review of Controlling Technical Documents by the Project Manager

21.3.2   **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

21.3.3   Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.

21.3.4   The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary

to good industry practice.

21.3.5   If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.

21.3.6   If any dispute occurs between the Procuring Entity and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/ or any modification (s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 43.1 (Adjudication). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if the Procuring Entity has not given notice under GCC Clause 43.1.2, then the Supplier shall be reimbursed by the Procuring Entity for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.

21.3.7 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of the Procuring Entity.

21.3.8 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request.

21   Procurement, Delivery, and Transport

21.1   Subject to related Procuring Entity's responsibilities pursuant to GCC Clauses 10 and 14, the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.

21.2   Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.

21.3   Early or partial deliveries require the explicit written consent of the Procuring Entity; which consent shall not be unreasonably withheld.

21.4   Packaging and Transportation

22.4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Procuring Entity's instructions to the Supplier.

22.4.2 The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Inco terms.

22.4.3 **Unless otherwise specified in the SCC,** the Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible

source country.

Unless otherwise specified in the SCC, the Supplier will provide the Procuring Entity with shipping and other documents, as specified below:

22.4.4 For Goods supplied from outside Kenya:
Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company contracted by the Supplier to provide cargo insurance by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate, with a copy to the cargo insurance company:

a Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;

b usual transportation documents;

c insurance certificate;

d certificate (s) of origin; and

e estimated time and point of arrival in Kenya and at the site.

For Goods supplied locally (i.e., from within Kenya):

Upon shipment, the Supplier shall notify the Procuring Entity by cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to the Procuring Entity by mail or courier, as appropriate:

a Two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;

b Delivery note, railway receipt, or truck receipt;

c certificate of insurance;

d certificate (s) of origin; and

e estimated time of arrival at the site.

25.5 Customs Clearance

a) The Procuring Entity will bear responsibility for, and cost of, customs clearance into Kenya in accordance with the particular Incoterm(s) used for Goods supplied from outside Kenya in the Price Schedules referred to by Article2 of the Contract Agreement.

b) At the request of the Procuring Entity, the Supplier will make available a representative or agent during the process of customs clearance in Kenya for goods supplied from outside Kenya. 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 Clause40;

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.

22 Product Upgrades

22.1 At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its tender and still to be delivered, the Supplier shall be obligated to offer to the Procuring Entity the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause39 (Changes to the System).

22.2 At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to the Procuring Entity any cost reductions and additional and/ or improved support and facilities that it offers to other clients of the Supplier in Kenya, pursuant to GCC Clause39 (Changes to the System).

22.3 During performance of the Contract, the Supplier shall offer to the Procuring Entity all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are

released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its tender.

22.4   **Unless otherwise specified in the SCC,** during the Warranty Period, the Supplier will provide at no additional cost to the Procuring Entity all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in Kenya, and no later than twelve (12) months after they are released in the country of origin of the Software.

22.5   The Procuring Entity shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require 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 Procuring Entity receives a production-ready copy of a subsequent version, release, or update. The Procuring Entity shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

Implementation, Installation, and Other Services

22.6   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.

22.7   Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Tender) and shall not exceed the prevailing rates charged by the Supplier to other Procuring Entity's in Kenya for similar services.

23   Inspections and Tests

23.1   The Procuring Entity 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.

23.2   The Procuring Entity or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the Procuring Entity 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.

23.3   Should the inspected or tested components fail to conform to the Contract, the Procuring Entity 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 Procuring Entity.

23.4   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.

23.5   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.

24   Installation of the System

24.1   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 Procuring Entity in writing.

24.2   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 tendering documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Sub system is specified pursuant to the SCC for GCC Clause27.2.1), has achieved Installation by the date of the Supplier's notice under GCC Clause 26.1, or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carryout retesting of the System or Sub system and, when in the Supplier's opinion the System or Sub system is ready for Commissioning and Operational Acceptance Testing, notify the Procuring Entity in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause shall be repeated, as necessary, until an Installation Certificate is issued.

24.3   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 Procuring Entity puts the System or a Subsystem in to production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when the Procuring Entity put the System in to production operation, as the case may be.

Commissioning and Operational Acceptance

24.4   Commissioning

27.1.1   Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Supplier:

     a)   immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or

     b)   as otherwise specified in the Technical Requirement or the Agreed Project Plan; or

     c)   immediately after Installation is deemed to have occurred, under GCC Clause 26.3.

27.1.2   The Procuring Entity shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning. Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

27.2   Operational Acceptance Tests

27.2.1   The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Procuring Entity (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's tender, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/ or the Agreed Project Plan. At the Procuring Entity's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.

27.2.2   If for reasons attributable to the Procuring Entity, the Operational Acceptance Test of the

System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the Procuring Entity and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/ or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.

27.3   Operational Acceptance

27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when

  a   the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or

  b   the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the Procuring Entity within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or

  c   the Procuring Entity has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify the Procuring Entity and document such use.

27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.

27.3.3 After consultation with the Procuring Entity, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:

  a   Issue an Operational Acceptance Certificate; or

  b   Notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or

  c   Issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.

The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify the Procuring Entity, and the Procuring Entity, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Sub system. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify the Procuring Entity of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The Procuring Entity shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

27.3.4 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, the neither:

  a   The Procuring Entity may consider terminating the Contract, pursuant to GCC

        Clause 41.2.2; or

  b   If the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Procuring Entity 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.

27.3.5 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 Procuring Entity or Supplier.

F.   Guarantees and Liabilities

25   Operational Acceptance Time Guarantee

25.1   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).

25.2   **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 Procuring Entity liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount often (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2.

25.3   **Unless otherwise specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the Procuring Entity may have under the Contract for other delays.

25.4   If liquidated damages are claimed by the Procuring Entity for the System (or Subsystem), the Supplier shall have no further liability whatsoever to the Procuring Entity in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

26   Defect Liability

26.1   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.

26.2   The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and in corporate all recent improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

26.3   **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.

26.4   **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.

26.5   If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with the Procuring Entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.

26.6   The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
   a)   Improper operation or maintenance of the System by the Procuring Entity;
   b)   Normal wear and tear;
   c)   use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
   d)   modifications made to the System by the Procuring Entity, or a third party, not approved by the Supplier.

26.7   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 any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Procuring Entity or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause 21.1.2.

26.8   The Procuring Entity 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 Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect any such defect. The Procuring Entity shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause 29.

26.9   The Supplier may, with the consent of the Procuring Entity, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused 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 Procuring Entity may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, where upon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making

good (as the case maybe) until that part of the System passes such tests. The tests shall be agreed upon by the Procuring Entity and the Supplier.

26.10 **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 Procuring Entity 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 Procuring Entity in connection with such work shall be paid to the Procuring Entity by the Supplier or may be deducted by the Procuring Entity from any monies due the Supplier or claimed under the Performance Security.

26.11 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 Procuring Entity because of such defect and/or making good of such defect.

26.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the Procuring Entity may choose to retain physical possession of any replaced defective information storage devices.

26.13 At the request of the Procuring Entity and without prejudice to any other rights and remedies that the Procuring Entity may have against the Supplier under the Contract, the Supplier will offer all possible assistance to the Procuring Entity 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 Procuring Entity of the benefit of any warranties given by such producers or licensors to the Supplier.

27 Functional Guarantees

27.1 The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the Procuring Entity's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance govern show technical conformance of the System to the Contract requirements will be determined.

27.2 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 Procuring Entity upon completion of the necessary changes, modifications, and/or additions and shall request the Procuring Entity to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.

27.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the Procuring Entity may consider termination of the Contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Supplier's Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure.

28 Intellectual Property Rights Warranty

28.1 The Supplier here by represents and warrants that:
   a) The System as supplied, installed, tested, and accepted;
   b) Use of the System in accordance with the Contract; and
   c) Copying of the Software and Materials provided to the Procuring Entity in accordance with the 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 transfer so frights 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 Procuring Entity to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.

29   Intellectual Property Rights Indemnity

29.1   The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Procuring Entity or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

a)   Installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;

b)   copying of the Software and Materials provided by the Supplier in accordance with the Agreement; and

c)   sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs a rise as a result of the Procuring Entity's breach of GCC Clause 32.2.

29.2   Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced there by in association or combination with any other 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.

29.3   Such indemnities shall also not apply if any claim of infringement:

a)   Is asserted by apparent, subsidiary, or affiliate of the Procuring Entity's organization;

b)   Is a direct result of a design mandated by the Procuring Entity's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Tender; or

c)   Results from the alteration of the System, including the Materials, by the Procuring Entity or any persons other than the Supplier or a person authorized by the Supplier.

29.4   If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Clause 32.1, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) days, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5   The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and 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 Procuring Entity or any persons (other than the Supplier) contracted by the Procuring Entity, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause 32.8.

29.6   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 Procuring Entity or any other person contracted by the Procuring Entity, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

29.7   Such indemnities shall also not apply:

a)   If any claim of infringement is asserted by apparent, subsidiary, or affiliate of the Supplier's organization;

b)   to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by the Procuring Entity or any persons contracted by the Procuring Entity.

29.8   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 Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

30   Limitation of Liability

30.1   Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

a)   the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and

b)   the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Procuring Entity with respect to intellectual property rights infringement.

G. Risk Distribution

31   Transfer of Ownership

31.1   With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to the Procuring Entity at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

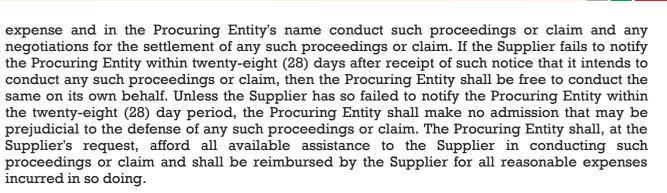31.2   Ownership and the terms of usage of the Software and Materials supplied under the Contract

shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.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.

32   Care of the System

32.1   The Procuring Entity shall be come responsible for the care and custody of the System or Subsystems upon their Delivery. The Procuring Entity shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), except such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.

32.2   If any loss or damage occurs to the System or any part of the System by reason of:

a)   (in so far as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

b)   Any use not in accordance with the Contract, by the Procuring Entity or any third party;

c)   Any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Procuring Entity, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause 21.1.2, the Procuring Entity shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the Procuring Entity requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of the Procuring Entity in accordance with GCC Clause 39. If the Procuring Entity does not request the Supplier in writing to make good any loss or damage to the System there by occasioned, the Procuring Entity shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System there by lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the Procuring Entity shall terminate the Contract pursuant to GCC Clause 41.1.

32.3   The Procuring Entity shall be liable for any loss of or damage to any Supplier's Equipment which the Procuring Entity has authorized to locate within the Procuring Entity's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

33   Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

33.1   The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Kenya.

33.2   Subject to GCC Clause 36.3, the Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Procuring Entity or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Procuring Entity, its contractors, employees, officers, or agents.

33.3   If any proceedings are brought or any claim is made against the Procuring Entity that might subject the Supplier to liability under GCC Clause 36.2, the Procuring Entity shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own

expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Procuring Entity within the twenty-eight (28) day period, the Procuring Entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

33.4   The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Procuring Entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.

33.5   If any proceedings are brought or any claim is made against the Supplier that might subject the Procuring Entity to liability under GCC Clause 36.4, the Supplier shall promptly give the Procuring Entity notice of such proceedings or claims, and the Procuring Entity may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Procuring Entity fails to notify the Supplier within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless the Procuring Entity has so failed to notify the Supplier within the twenty-eight (28) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at the Procuring Entity's request, afford all available assistance to the Procuring Entity in conducting such proceedings or claim and shall be reimbursed by the Procuring Entity for all reasonable expenses incurred in so doing.

33.6   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.

34   Insurances

34.1   The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, who should not unreasonably with hold such approval.

a)   Cargo Insurance During Transport

as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.

b)   Installation "All Risks" Insurance

as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.

c)   Third-Party Liability Insurance

On terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any Subsystems that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Information System.

d) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in Kenya, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

e) Other Insurance (if any), as **specified in the SCC.**

34.2 The Procuring Entity shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

34.3 The Supplier shall deliver to the Procuring Entity certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

34.4 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.

34.5 If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Procuring Entity may takeout and maintain in effect any such insurance and may from time to time deduct from any amount due to the Supplier under the Contract any premium that the Procuring Entity shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

34.6 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 Procuring Entity 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 Procuring Entity'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 Procuring Entity. With respect to insurance claims in which the Supplier's interest is involved, the Procuring Entity shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

35 Force Majeure

35.1 "Force Majeure" shall mean any event beyond the reasonable control of the Procuring Entity or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

a) war, hostilities, or war like operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or dejure or defacto authority or ruler, or any other act or failure to act of any local state or national government authority;

d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or 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.

35.2   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.

35.3   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).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.

35.4   No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

a)   Constitute a default or breach of the Contract;

b)   (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

35.5 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.

35.6   In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Procuring Entity and the Supplier shall be as specified in GCC Clauses 41.1.2 and 41.1.3.

35.7   Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Procuring Entity to make payments to the Supplier under this Contract.

H.   Change in Contract Elements

36   Changes to the System

36.1   Introducing a Change

39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the Procuring Entity shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the 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.

39.1.2   A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause 23 (Product Upgrades).

39.1.3 The Supplier may from time to time during its performance of the Contract propose to the Procuring Entity (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. The Procuring Entity may at its discretion approve or reject any Change proposed by the Supplier.

39.1.4   Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.5 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the tendering documents.

39.1.6 Moreover, the Procuring Entity and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.Changes Originating from Procuring Entity

39.1.7   If the Procuring Entity proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Supplier a "Request for Change Proposal," requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

   a   Brief description of the Change;

   b   Impact on the Time for Achieving Operational Acceptance;

   c   Detailed estimated cost of the Change;

   d   Effect on Functional Guarantees (if any);

   e   Effect on any other provisions of the Contract.

39.1.8   Prior to preparing and submitting the "Change Proposal," the Supplier shall submit to the Project Manager a "Change Estimate Proposal," which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Supplier's Change Estimate Proposal, the Procuring Entity shall do one of the following:

   a   accept the Supplier's estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;

   b   advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;

   c   advise the Supplier that the Procuring Entity does not intend to proceed with the Change.

39.1.9   Upon receipt of the Procuring Entity's instruction to proceed under GCC Clause 39.2.2 (a), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if the Procuring Entity and Supplier has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.

39.1.10 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are in equitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

39.1.11 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the Procuring Entity accepts the Supplier's objection, the Procuring Entity shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

   The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease

in the Contract Price that any Change not objected to by the Supplier represents.

39.1.12 Upon receipt of the Change Proposal, the Procuring Entity and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the Procuring Entity shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If the Procuring Entity is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If the Procuring Entity decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly. Under such circumstances, the Supplier shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Supplier in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.

39.1.13 If the Procuring Entity and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes). Changes Originating from Supplier

If the Supplier proposes a Change pursuant to GCC Clause 39.1.2, the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the Procuring Entity choose not to proceed or the Procuring Entity and the Supplier cannot come to agreement on the change during any validity period that the Supplier may specify in its Application for Change Proposal, the Supplier shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the Procuring Entity and the Supplier to the contrary.

39.2   Value engineering. The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the Contract.

39.4.1 The value engineering proposal shall, at a minimum, include the following;

(a)   The proposed change (s), and a description of the difference to the existing Contract requirements;

(b)   a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

(c)   a description of any effect(s) of the change on performance/ functionality.

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

a)   accelerates the delivery period; or

b)   reduces the Contract Price or the life cycle costs to the Procuring Entity; or

c)   improves the quality, efficiency, safety or sustainability of the systems; or

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

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

a)   a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or

b)   an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

37 Extension of Time for Achieving Operational Acceptance

37.1 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 Clause39 (Change in the Information System);

b) Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);

c) Default of the Procuring Entity; or

d) Any other matter specifically mentioned in the Contract; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.

37.2 Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Procuring Entity and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Procuring Entity's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 43.

37.3 The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

Termination

37.4 Termination for Procuring Entity's Convenience

41.1.1 The Procuring Entity may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination

a) cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

b) terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) (ii) below;

c) Remove all Supplier's Equipment from the site, repatriate the Supplier's and its Sub contractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

d) In addition, the Supplier, subject to the payment specified in GCC Clause 41.1.3, shall

   i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

   ii) to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

   iii) deliver to the Procuring Entity all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.1.3 In the event of termination of the Contract under GCC Clause 41.1.1, the Procuring Entity shall pay to the Supplier the following amounts:

a) The Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

b) The costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment

from the site and in the repatriation of the Supplier's and its Subcontractors 'personnel;

c)   any amount to be paid by the Supplier to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

d)   costs incurred by the Supplier in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2(a); and

e)   the cost of satisfying all other obligations, commitments, and claims that the Supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.

41.2   Termination for Supplier's Default

41.2.1 The Procuring Entity, without prejudice to any other rights or remedies it may possess, may terminate the Contract forth within the following circumstances by giving a notice of termination and its reasons there for to the Supplier, referring to this GCC Clause41.2:

a)   If the Supplier becomes bankrupt or in solvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its under taking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

b)   If the Supplier assigns or transfers the Contractor any right or interest, there in in violation of the provision of GCC Clause 42 (Assignment); or

c)   If the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of the Appendix to the GCC, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

41.2.2   If the Supplier:

d)   Has abandoned or repudiated the Contract;

e)   Has without valid reason failed to commence work on the System promptly;

f)   Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

g)   Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Procuring Entity that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended; then the Procuring Entity 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 with in fourteen (14) days of its receipt of such notice, then the Procuring Entity may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause 41.2.

41.2.3   Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

h)   cease all further work, except for such work as the Procuring Entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;

i)   terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to GCC Clause (d) below;

j)   deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;

k)   to the extent legally possible, assign to the Procuring Entity all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;

l)   deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

41.2.4   The Procuring Entity may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the Procuring Entity thinks appropriate, the Procuring Entity shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site and shall return such Supplier's Equipment to the Supplier in accordance with 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 Procuring Entity from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

41.2.6   If the Procuring Entity completes the System, the cost of completing the System by the Procuring Entity shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the Procuring Entity in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause41.2.5, the Supplier shall pay the balance to the Procuring Entity, and if such excess is less than the sums due the Supplier under GCC Clause 41.2.5, the Procuring Entity shall pay the balance to the Supplier. The Procuring Entity and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

Termination by Supplier

41.3.1   If:

a)   the Procuring Entity has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the Contract, the Supplier may give a notice to the Procuring Entity that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Procuring Entity to remedy the same, as the case may be. If the Procuring Entity fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen
(14) days after receipt of the Supplier's notice; or

b)   the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity, including but not limited to the Procuring Entity's failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System; then the Supplier may give a notice to the Procuring Entity of such events, and if the Procuring Entity has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Supplier is still unable to carry out any of its obligations under the Contract for any reason attributable to the Procuring Entity within twenty-eight (28) days of the said notice, the Supplier may by a further notice to the Procuring Entity referring to this GCC Clause 41.3.1, forth with terminate the Contract.

41.3.2 The Supplier may terminate the Contract immediately by giving a notice to the Procuring Entity to that effect, referring to this GCC Clause 41.3.2, if the Procuring Entity becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Procuring Entity takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Supplier shall immediately:
c) Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
d) Terminate all subcontracts, except those to be assigned to the Procuring Entity pursuant to Clause 41.3.3
(d) (ii);
e) remove all Supplier's Equipment from the site and repatriate the Supplier's and its Subcontractor's personnel from the site.
f) In addition, the Supplier, subject to the payment specified in GCC Clause 41.3.4, shall:
    i) deliver to the Procuring Entity the parts of the System executed by the Supplier up to the date of termination;
    ii) to the extent legally possible, assign to the Procuring Entity all right, title, and benefit of the Supplier to the System, or Subsystems, as of the date of termination, and, as may be required by the Procuring Entity, in any subcontracts concluded between the Supplier and its Subcontractors;
    iii) to the extent legally possible, deliver to the Procuring Entity all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.

41.3.4 If the Contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the Procuring Entity shall pay to the Supplier all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with, or in consequence of such termination.

41.3.5 Termination by the Supplier pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

41.4 In this GCC Clause 41, the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding Obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any monies due from the Procuring Entity to the Supplier, account shall be taken of any sum previously paid by the Procuring Entity to the Supplier under the Contract, including any advance payment paid **pursuant to the SCC.**

38   Assignment

42.1 Neither the Procuring Entity nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contractor any part thereof, or any right, benefit, obligation, or interest there in or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

I.   Settlement of Disputes

39   Settlement of Disputes

39.1   **Adjudication**

43.1.1 If any dispute of any kind what so ever shall arise between the Procuring Entity and the

Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute **by mutual consultation**. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause43.2.1.

43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Procuring Entity or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Procuring Entity and the Supplier. Any decision that has become final and binding shall be implemented by the parties forth with.

43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the Contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the Procuring Entity and the Supplier.

43.1.4 Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the Contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

43.2   Arbitration

43.2.1   If
a)   the Procuring Entity or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or
b)   the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the Procuring Entity or the Supplier acts within the following fourteen (14) days, or
c)   in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the Procuring Entity or the Supplier acts within the following fourteen (14) days, then either the Procuring Entity or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator incase 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 Procuring Entity shall pay the Supplier any monies due the Supplier.

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause1)

GCC 1.1 (b) (i)	The Procuring Entity is: ***NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY***
GCC 1.1 (b) (ii)	The Project Manager is: *Deputy Director ICT*
GCC 1.1 (e) (ix)	***There are no Special Conditions associated with GCC 1.1 (e) (x).*** ***[Note: The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]***
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is *[1 Year]* starting with the completion of the Warranty Period.

2. Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: [*as appropriate, insert: personal delivery, postal, email, and/or EDI addresses.]* Fallback address of the Procuring Entity: [*as appropriate, insert: personal delivery, postal, facsimile, email, and/or EDI addresses.]* *[Note: If the Procuring Entity wishes to use Electronic Data Interchange (EDI) to communicate with the Supplier, it should specify the standards and protocols (for example ANSI A1 or ISO EDIFACT). The details may then be revised at Contract finalization. If so, add the following text.]* For Electronic Data Interchange (EDI) the Procuring Entity and Supplier will use the following standards, protocols, addresses, and procedures: *[insert: standards, protocols, addresses; also describe: any relevant procedures]*

B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Tender: *[specify: the recurrent cost items/services that are included in the Contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.]* *[Note: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and*

	elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties.
	If the Procuring Entity expects that wear and tear on System components will necessitate routine replacement of such components, and if Procuring Entity technical staff will perform these repair and replacement tasks, the Procuring Entity may wish to consider adding the following clause to the SCC that obligates the Supplier to stock and/or provide certain spare parts.]
	The Supplier agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for *[insert: number of years]* years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its Tender. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Supplier's fees) relating to the supply of spare parts.
	[list the spare parts needs, or reference the line items in the Spare Parts Price Schedule in the Supplier's Tender, if the Supplier is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]
	[Note: The need to ensure the availability of spare parts sources, above and beyond those the Supplier would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.]

4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: 14 days from the Effective Date of the Contract.
	The Contract period shall be 12 Months from the effective date of the contract.

5. Supplier's Responsibilities (GCC Clause 9)

C. PAYMENT

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: *N/A[state: "not applicable" or specify: the items, adjustment formula or formulas, and the relevant price indices].*
	[Note: Price adjustment is not generally associated with Information System procurements. Price adjustment may be appropriate when: (i) performance of the Contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the Contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be

appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]

7. Terms of Payment (GCC Clause 12)

GCC 12.1	Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.
	(a) Advance Payment
	twenty percent (20%) of the entire Contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2.
	[Note: The advance payment may be higher than 10% in cases where Supplier's mobilization costs (i.e., costs between Contract effectiveness and the first scheduled Contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Supplier. This happens primarily in projects where the Supplier must acquire expensive highly-specialized equipment to customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]
	(b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:
	sixty percent (60%) of the total or pro-rata Contract Price for this category against Delivery
	ten percent (10%) of the same price against Installation
	ten percent (10%) of the same price against Operational Acceptance.
	(c) Custom Software and Custom Materials:
	sixty percent (60%) of the total or pro-rata Contract Price for this category against Installation
	twenty percent (20%) of the same price against Operational Acceptance.
	[Note: Large custom software development or system integration contracts (e.g., those taking longer than six months from Contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments against Procuring Entity's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as: software requirements specifications, software design document, development of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc.). In those cases, the above payment terms should be modified accordingly and

refer to the milestones in the Implementation Schedule. The payment terms should allow the Supplier an adequate cash flow vis-à-vis the steps need to achieve an operational Information System.]

    (d)   Services other than Training:

eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Procuring Entity's approval of invoices:

[Note: Some Contracts may involve considerable "Services other than Training" (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical Information System (GIS), or the scanning, indexing and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the Procuring Entity has an obligation to balance and ensure consistency between its own interest to pay only against value received, the supplier's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]

    (e)   Training

thirty percent (30%) of the total Contract Price for training services at the start of the full training program

fifty percent (50%) of the pro-rata Contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.

    (f)   Complete System Integration

ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole.

    (g)   Recurrent Costs

one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Procuring Entity's approval of invoices.

[Note: If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other goods and services above.]

GCC 12.3	The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of: [***insert: "%" per annum].***
GCC 12.4	The Supplier will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and Kenya shillings for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in *[insert: **source of exchange rate].***

8. Securities (GCC Clause 13)

GCC 13.3.1	The Performance Security shall be denominated in *[Kenya shillings]* for an amount equal to *[10]* percent of the Contract Price, excluding any Recurrent Costs. *[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or in a freely convertible currency acceptable to the Procuring Entity. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful Tenderer, which it can recover only by increasing its price. Therefore, for a simple/moderate system, Performance Security in an amount of 6-10% of the Contract Price would provide adequate protection].*
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to *[2]* percent of the Contract Price, excluding any Recurrent Costs. *[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]*

D. Intellectual Property

9. Copyright (GCC Clause 15)

GCC 15.3	***There are no Special Conditions of Contract applicable to GCC Clause 15.3*** *[Note: If the Procuring Entity is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Procuring Entity of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]*
GCC 15.4	***There are no Special Conditions of Contract applicable to GCC Clause 15.4****[Note: There is a broad spectrum of strategies that the Procuring Entity can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the Procuring Entity retains all Intellectual Property Rights and tightly restricts what the Supplier can do with the Custom Software and information related to it. This approach may be appropriate when the Procuring Entity has highly sensitive procedures embedded in the Custom Software (e.g., a central bank's settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the Procuring Entity considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Supplier that derives from exploitation of that know-how. The other extreme case is where the Procuring Entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Supplier. This approach is most appropriate when the Supplier wants to take advantage of the potential cost reduction in allowing the Supplier to commercialize the Custom Software (rather than sharing in future profits) and where the Procuring Entity has no proprietary or commercial concerns regarding its reuse.* *A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the Procuring Entity is entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the*

following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The Procuring Entity's obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the Procuring Entity must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.

The Supplier's rights in relation to the Custom Software may:

- *Be limited to use in order to support the Procuring Entity; or*

- *Extend to commercial exploitation by re-licensing to third-party customers.*

If the Supplier's rights extend to commercial exploitation, they may be limited as follows:

- *There may be an interim period, designed to protect the Procuring Entity's competitive edge, during which the Supplier is not permitted to exploit commercially; and/or*

- *The Supplier may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the Procuring Entity) or in certain territories (for example, Kenya), either for a limited period or indefinitely; and/or*

- *The Supplier may be required to pay royalties to the Procuring Entity when it licenses third parties to use the Custom Software.*

The first two of these categories of limitation are intended to protect the Procuring Entity's competitive edge. The third is intended to allow the Procuring Entity to share in future profits made by the Supplier through exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the Procuring Entity regarding future sales of products to which royalties apply and audit rights so that the Procuring Entity can check that the Supplier's reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Supplier is reduced, so the Procuring Entity may not benefit from an up-front cost saving.

The Procuring Entity's rights in relation to the Custom Software may also be restricted to "user" rights or extended to commercial exploitation. If the Procuring Entity is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the Procuring Entity on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the Procuring Entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).

If the Procuring Entity is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the ways in which the Procuring Entity's own usage rights to the Custom Software may be limited.

It may be appropriate to apply different arrangements to various elements of

	the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the Procuring Entity.
	The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Supplier or the Procuring Entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the desired commercial outcome (for example, the Supplier may own the Intellectual Property Rights in the Custom Software by granting to the Procuring Entity a license that is exclusive, in relation to exploitation in Kenya, for two years).
	If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.
	Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the Procuring Entity of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]
GCC 15.5	***There are no Special Conditions of Contract applicable to GCC Clause 15.5***
	[Note: Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Supplier to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Kenya or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover:
	(i) the Supplier's obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;
	(ii) the Supplier's warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the Procuring Entity and suitable to enable the Procuring Entity to support and develop the Software;
	(iii) the escrow agent's obligations to keep the Source Code secure and confidential;
	(iv) the escrow agent's obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);
	(v) the obligations of the Supplier and the Procuring Entity in relation to payment of the escrow agent's fee;
	(vi) the escrow agent's right and obligation to release the Source Code to the Procuring Entity in certain specified "release events" (e.g., bankruptcy or insolvency of the Supplier or the Supplier's failure to make deposits or to support the Software);
	(vii) limitations and exclusions of the escrow agent's liability;
	(viii) the circumstances in which the escrow arrangement will terminate,

	and what will happen to the deposited Source Code on termination; and
	(ix) confidentiality undertakings to be given by the Procuring Entity on release of the Source Code.]

10. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)***
	[Note: In the interest of soliciting lower Tender prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:
	(a) restrictions on the number of records in particular categories that may be held by the System;
	(b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;
	(c) restrictions on the number of persons who may be authorized to use the System at any time;
	(d) restrictions on the number of persons who may access the System simultaneously at any time; or
	(e) restrictions on the number of workstations that may be connected to the System at any time.
	Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]
GCC 16.1 (b) (vi)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)***
	[Note: The Procuring Entity may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]
GCC 16.1 (b) (vii)	***There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)***
	[Note: The Procuring Entity may, for example, wish to specify the members of the Procuring Entity's business group that are not direct competitors of the Supplier and that the Procuring Entity must obtain and provide the Supplier written evidence from such parties that such parties will adhere by the terms of the Contract as if they were party to the Contract.]
GCC 16.2	***There are no Special Conditions of Contract applicable to GCC Clause 16.2***
	[Note: If on-site audits are acceptable, the Procuring Entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Procuring Entity's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Procuring Entity as a direct result of the audit; etc.].

11. Confidential Information (GCC Clause 17)

GCC 17.1	*There are no Special Conditions of Contract applicable to GCC Clause 17.1* *[Note: The Procuring Entity may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Procuring Entity will ensure that such parties are aware of and will adhere by the Procuring Entity's obligations under GCC Clause 17 as if such party were a party to the Contract in place of the Procuring Entity.* *if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.]*

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

12. Representatives (GCC Clause 18)

GCC 18.1	*There are no Special Conditions of Contract applicable to GCC Clause 18.1* *[Note: If appropriate specify additional powers or limitations.]* The Procuring Entity's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Procuring Entity in matters relating to the Contract *[state necessary and appropriate clauses].*
GCC 18.2.2	*There are no Special Conditions of Contract applicable to GCC Clause 18.2.2* *[Note: If appropriate specify additional powers or limitations.]* The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract *[state necessary and appropriate clauses].* *[Note: Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]*

13. Project Plan (GCC Clause 19)

GCC 19.1	Chapters in the Project Plan shall address the following subject:
	
	     (a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);
	
	     (b) Implementation Sub-Plan;
	
	     (c) Training Sub-Plan;
	
	     (d) Testing and Quality Assurance Sub-Plan;
	
	     (e) Warranty Defect Repair and Technical Support Service Sub-Plan
	
	     Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference)].

GCC 19.6	*The Supplier shall submit to the Procuring Entity:*
	(i) monthly inspection and quality assurance reports
	(ii) monthly training participants test results
	(iii) monthly log of service calls and problem resolutions

14. Design and Engineering (GCC Clause 21)

GCC 21.3.1	*There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.*
	[Note: If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).]
	[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. **[state "none" or specify, for example:**
	(*) detailed site surveys;
	(*) final Subsystem configurations;
	(*) etc.

15. Product Upgrades (GCC Clause 23)

GCC 23.4	*There are no Special Conditions of Contract applicable to GCC Clause 23.4.*
	[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of tender submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective. For example, this may be particularly appropriate when the Procuring Entity would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]

16. Inspections and Tests (GCC Clause 25)

GCC 25	*There are no Special Conditions of Contract applicable to GCC Clause 25.*
	[Note: Procuring Entity's may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Procuring Entity receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]

17. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	*There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.* *[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the Procuring Entity prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the Procuring Entity and its management, the Supplier, and any users.* *In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]*

F. Guarantees and Liabilities

18. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	*There are no Special Conditions of Contract applicable to GCC Clause* *28.2.* *[Note: Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the Procuring Entity may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].*
GCC 28.3	*There are no Special Conditions of Contract applicable to GCC Clause 28.3.* *[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of Contract management and increased perceptions of financial risks on the part of Tenderers. This most likely will lead to higher tender prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]*

19. Defect Liability (GCC Clause 29)

GCC 29.1	*There are no Special Conditions of Contract applicable to GCC Clause 29.1.* *[Note: Software is never completely error or "bug" free. Thus, the Procuring Entity may wish to refine or to limit the Supplier's warranty obligations. Properly done, this can reduce Tenderer's perceptions of financial risk and help lower tender prices. However, the Procuring Entity should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Procuring Entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The Procuring Entity should consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]*

GCC 29.4	*There are no Special Conditions of Contract applicable to GCC Clause 29.4.* *[Note: When defining the Warranty period, Procuring Entity should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].*
GCC 29.10	*There are no Special Conditions of Contract applicable to GCC Clause 29.10* *[Note: Typically, the Procuring Entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Kenya.* *The GCC specifies that the Supplier must commence work on warranty defects within a maximum of two weeks; else the Procuring Entity may contract-in such services at the Supplier's expense. The Procuring Entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their tender prices.]*

20. Functional Guarantees (GCC Clause 30)

GCC 30	*There are no Special Conditions of Contract applicable to GCC Clause 30.* *[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]*

G. Risk Distribution

21. Insurances (GCC Clause 37)

GCC 37.1 (c)	The Supplier shall obtain Third-Party Liability Insurance in the amount of *[insert: monetary value]* with deductible limits of no more than *[insert: monetary value].* The insured Parties shall be *[list insured parties].* The Insurance shall cover the period from *[insert: beginning date, relative to the Effective Date of the Contract]* until *[insert: expiration date, relative to the Effective Date of the Contract or its completion].*
GCC 37.1 (e)	*There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).* *[Note: Many countries have statutory requirements for various insurances. These should be reviewed with the Procuring Entity's legal department.* *For example:* *The Supplier shall obtain Worker's Compensation Insurance in accordance with the statutory requirements of [insert: Kenya]. Specifically: [insert: requirements]. The Insurance shall cover the period from [insert: beginning date, relative to the Effective Date of the Contract] until [insert: expiration date, relative to the Effective Date of the Contract or its completion].* *The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements of [insert: Kenya]. Specifically: [insert: requirements]. The Insurance shall cover the period from [insert: beginning date, relative to the*

	Effective Date of the Contract] until *[insert: expiration date, relative to the Effective Date of Contract or its completion].*

H. CHANGE IN CONTRACT ELEMENTS

22. Changes to the System (GCC Clause 39)

GCC 39.4.3	**Value Engineering** If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

I. Settlement of Disputes

23. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: *[insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this Contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state "not applicable."].*
GCC 43.2.3	If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of *[select one of the following: UNCITRAL / the International Chamber of Commerce (ICC) / the Arbitration Institute of the Stockholm Chamber of Commerce / the London Court of International Arbitration].* These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract. If the Supplier is a national of Kenya, any dispute between the Procuring Entity and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Kenya.

SECTION VIII - CONTRACT FORMS

Notes to the Procuring Entity on preparing the Contract Forms.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security within twenty-eight (28) days of notification of Contract award.

Advance Payment Security: Pursuant to Clause13.2, the successful Tenderer is required to provide a bank guarantee securing the Advance Payment, if the SCC related to GCC Clause 12.1 provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this SPD. Unless the Procuring Entity has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document to potential Tenderers.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the tendering document unaltered. If the Procuring Entity wishes to amend the recommended procedures and/ or certificates, it may do so before release of the tendering document.

Notes to Tenderers on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Tenderer following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

Contract Agreement: In addition to specifying the parties and the Contract Price, the Contract Agreement is where the:
(i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Tenderer's Tender Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's tender prices to correct errors, adjust the Contract Price to reflect - if applicable - any extensions to tender validity beyond the last day of original tender validity plus 56 days, etc.

Performance Security: Pursuant to GCC Clause 13.3, the successful Tenderer is required to provide the Performance Security in the form contained in this section of these tendering documents and in the amount specified in accordance with the SCC.

Advance Payment Security: Pursuant to GCC Clause 13.2, the successful Tenderer is required to provide a bank guaranteeforthefullamountoftheAdvancePayment-ifanAdvancePaymentisspecifiedintheSCCforGCCClause
12.1- in the form contained in this section of these tendering documents or another form acceptable to the Procuring Entity. If a Tenderer wishes to propose a different Advance Payment Security form, it should submit a copy to the Procuring Entity promptly for review and confirmation of acceptability before the tender submission deadline.

The Procuring Entity and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the tendering documents for the information of Tenderers.

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

l) For the attention of Tenderer's Authorized Representative Name:
.... [insert Authorized Representative's name]

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

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

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

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

DATE OF TRANSMISSION: ....This Notification is sent by: [*email/fax*] on[*date*](local time) **Notification of Intention to Award**

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

Project: ....*[insert name of project]*

Contract title: .... *[insert the name of the contract]*

Country: ....*[insert country where ITT is issued]*

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

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

a) Request a debriefing inrelation to the evaluation of your Tender, and/ or

b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

i) The successful Tenderer

Name:	[*insert name of successful Tenderer*]
Address:	[*insert address of the successful Tenderer*]
Contract price:	[*insert contract price of the successful Tenderer*]
Total combined score:	[*insert the total combined score of the successful Tenderer*]

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

Name of Tenderer	Technical Score (If applicable)	Tender price	Evaluated Tender Cost	Combined Score (if applicable)
[*insert name*]	[*insert Technical score*]	[*insert Tender price*]	[*insert evaluated cost*]	[*insert combined score*]
[*insert name*]	[*insert Technical score*]	[*insert Tender	[*insert evaluated cost*]	[*insert combined

		price]		score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]

Reason/s why your Tender was unsuccessful [Delete if the combined score already reveals the reason]

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

3) *How to request a debriefing*

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

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

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

Attention: [*insert full name of person, if applicable*] **Title/position**:___[*insert title/position*]

Agency: [*insert name of Procuring Entity*] **Email address**:_____[*insert email address*]

Fax number:_____[*insert fax number*] ***delete if not used***

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

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

4) **How to make a complaint**

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

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

Attention: [*insert full name of person, if applicable*] **Title/position**:＿＿[*insert title/position*]

Agency: [*insert name of Procuring Entity*] **Email address**:＿＿＿＿＿[*insert email address*]

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

For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.

In summary, there are four essential requirements:
1. You must be an' interested party'. In this case, that means a Tenderer who submitted a Tender in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

5) Standstill Period

> **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**
>
> The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.
>
> The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate
to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

_____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……………OF……………20………

BETWEEN

…………………………………………………………APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that:

1.

2.

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

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

SIGNED

Board Secretary

3.   **Letter of Award**

_____)_____

To: _____

This is to notify you that your Tender dated_____for execution of the_____
for the Contract Price in the aggregate of_____, as corrected and
modified in accordance with the Instructions to Tenderers is here by accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* included in Section X, - Contract Forms, of the Tendering Document.

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment: Contract Agreement

4   Contract Agreement

THIS CONTRACT AGREEMENT is made on the *........[insert: ordinal]* day of .... *[insert: month], [insert: year].* BETWEEN (1) .... *[insert: Name of Procuring Entity],* a *[insert: description of type of legal entity, for example, an agency of the Department of........]* of the Government of Kenya*,* or corporation incorporated under the laws of Kenya and having its principal place of business at *[insert: address of Procuring Entity]* (here in after called "the Procuring Entity"), and (2).......................*[insert: name of Supplier],* a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (here in after called "the Supplier").

WHEREAS the Procuring Entity desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following Information System *[insert: brief description of the Information System]* ("the System"), and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HERE BY AGREED as follows:

Article 1. Contract Documents
1.   Contract Documents (Reference GCC Clause1.1(a) (ii))
      The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
      a)   This Contract Agreement and the Appendices attached to the Contract Agreement
      b)   Special Conditions of Contract
      c)   General Conditions of Contract
      d)   Technical Requirements (including Implementation Schedule)
      e)   The Supplier's tender and original Price Schedules
      f)   *[Add here: any other documents]*

1.2   Order of Precedence (Reference GCC Clause 2)
       In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1above.

1.3   Definitions (Reference GCC Clause1)
       Capitalized words and phrases used in this Contract Agreement shall have the same meanings as prescribed to them in the General Conditions of Contract.

       Article 2.
       Contract Price and Terms of Payment
2.1   Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11) The Procuring Entity here by agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of:
       [*insert: amount of foreign currency A in words], [insert: amount in figures],* plus *[insert: amount of foreign currency B in words], [insert: amount in figures],* plus *[insert: amount of foreign currency C in words], [insert: amount in figures], [insert: amount of local currency in words], [insert: amount in figures],* as specified in the Grand Summary Price Schedule.

       The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated incoterms, and the taxes, duties and related levies if and as identified.

       Article 3.
       Effective Date for Determining Time for Operational Acceptance
3.1   Effective Date (Reference GCC Clause 1.1(e) (ix))
       The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:
       a)   This Contract Agreement has been duly executed for and on behalf of the Procuring Entity and the Supplier;
       b)   The Supplier has submitted to the Procuring Entity the performance security and the

advance payment security, in accordance with GCC Clause 13.2 and GCC Clause13.3;The Procuring Entity has paid the Supplier the advance payment, in accordance with GCC Clause 12; Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.
Appendix
es
4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES
Appendix 1. Supplier's Representative
Appendix 2. Adjudicator *[If there is no Adjudicator, state **"not applicable"**]*
Appendix 3. List of Approved Subcontractors
Appendix 4. Categories of Software
Appendix 5. Custom Materials
Appendix 6. Revised Price Schedules (if any)
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Procuring Entity and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

i) **For and on behalf of the Procuring Entity**
Signed:

in the capacity of *[insert: title or other appropriate designation]*
in the presence of _____

ii) **For and on behalf of the Supplier**
Signed:

in the capacity of *[insert: title or other appropriate designation]*
in the presence of _____

5. Appendices

a) Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name: ....*[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: ....*[if appropriate, insert: title]*

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: ....*[**as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]**

Fallback address of the Supplier: ....*[**as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.]**

b)   **Appendix**

2. **Adjudicator** in accordance with GCC Clause1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: .... *[insert: name]* Title:

.... *[insert: title]* Address:

....*[insert: postal address]* Telephone:

.... *[insert: telephone]* in accordance with GCC Clause

43.1.3, the agreed-upon fees and reimbursable expenses are: Hourly Fees:

.... *[insert: hourly fees]* Reimbursable Expenses:

....*[list: reimbursables]*

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Procuring Entity and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

The Procuring Entity has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Procuring Entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Procuring Entity reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Procuring Entity and their names have been added to this list of Approved Subcontractors, subject to GCC Clause20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its tender and that the Procuring Entity approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

c)   **Appendix 4. Categories of Software**

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

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

Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

d)   Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Tender. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's tender price, pursuant to the ITT Clauses 30.3 and 38.2.

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).

Performance and Advance Payment Security Forms

5.1   Performance Security Form (Demand Bank Guarantee)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions

indicated] [Guarantor Form head or SWIFT identifier code]

....
*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*
Beneficiary: .... *[insert: **Name and Address of Procuring Entity**]*
Date: .... *[insert: **date**]*
PERFORMANCE GUARANTEE No.: .... *[insert: **Performance Guarantee Number**]*
Guarantor: ……………………………………… *[Insert name and address of place of issue, unless indicated in the Form head.]*

We have been informed that on *[insert: **date of award**]* you awarded Contract No. *[insert: **Contract number**]* for *[insert: **title and/or brief description of the Contract**]* (hereinafter called "the Contract") to *[insert: **complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture**]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding *[insert: **amount(s)**[1] **in figures and words**]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to showgrounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding........................... *[insert: **amount(s) 4 in figures and words**]*. This remaining guarantee shall expire no later than*.......................[insert: **number** and select: **of months/of years** (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System[2], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

[Signature(s)]

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

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[1]*The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

[2]*In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.*

5.2   Advance Payment Security

Demand Bank Guarantee

[Guarantor Form head or SWIFT identifier code]

Beneficiary: .... [insert: **Name and Address of Procuring Entity**]

Date: .... [**insert date of issue**]

ADVANCE PAYMENT GUARANTEE No.: .... [insert: **Advance Payment Guarantee Number**]

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

We have been informed that on.....................................[insert: **date of award**] you awarded Contract No. [insert: **Contract number**] for ....[insert: **title and/or brief description of the Contract**] (here in after called "the Contract") to [insert: **complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture**] (here in after called'' the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of................................. *[Insert amount in figures]* ( ) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a)   Has used the advance payment for purposes other than toward delivery of Goods; or

(b)   has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number.............................[insert number]at.............................[insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety
(90) percent of the Accepted Contract Amount, has been certified for payment, or on the..........................[insert day] day of.......................................[insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

6. Installation and Acceptance Certificates *(insert format)*

Installation Certificate

Date: .... *[insert: date]*

ITT: .... *[insert: title and number of ITT]*

Contract: .... *[insert: name and number of Contract]*

To: .... *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the...................... *[insert: name of Procuring Entity]* (hereinafter the "Procuring Entity") dated............................ *[insert: date of Contract],* relating to the............................*[insert: brief description of the Information System],* we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: .... *[insert: description]*

2. Date of Installation: .... *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This Form shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....*[state: "Project Manager" or*
state the title of a higher-level authority in the Procuring Entity's organization]

Operational Acceptance Certificate

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the......................*[insert: name of Procuring Entity]* (hereinafter the "Procuring Entity") dated...................... *[insert: date of Contract],* relating to the......................*[insert: brief description of the Information System],* we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the

Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Entity here by takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): ....[*insert: description*]

2. Date of Operational Acceptance: ....[*insert: date*]

   This Form shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7.   Change Order Procedures and Forms

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name or System or Subsystem and number of Contract]*

General
This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

References to Changes
1)   Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
2)   Change Estimate Proposals shall be numbered CN-nnn.
3)   Estimate Acceptances shall be numbered CA-nnn.
4)   Change Proposals shall be numbered CP-nnn.
5)   Change Orders shall be numbered CO-nnn. On all forms, the numbering shall be determined by the original CR-nnn.

Annexes
7.1 Request for Change Proposal Form

7.2 Change Estimate Proposal Form

7.3 Estimate Acceptance Form

7.4 Change Proposal Form

7.5 Change Order Form

7.6 Application for Change Proposal Form

7.1 Request for Change Proposal Form

(Procuring Entity's Form head)

Date: ....[insert: date]
ITT: ....[insert: title and number of ITT]
Contract: ....[insert: name of System or Subsystem or number of Contract]
To: ....[insert: name of Supplier and address]
Attention: ....[insert: name and title]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within **[insert: number]** days of the date of this Form.

1. Title of Change: [**insert: title]**

2. Request for Change No./Rev.: [**insert: number]**

3. Originator of Change: **[select Procuring Entity / Supplier (by Application for Change Proposal), and add: name of originator]**

4. Brief Description of Change: **[insert: description]**

5. System (or Subsystem or major component affected by requested Change): [**insert: description]**

6. Technical documents and/ or drawings for the request

    of Change: Document or Drawing No. Description

7. Detailed conditions or special requirements of the requested Change: [**insert: description]**

8. Procedures to be followed:
    a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
    b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
    c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
    d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
    e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.

9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all it's elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....[**state: "Project Manager" or higher-level authority in the Procuring Entity's organization]**

7.2   Change Estimate Proposal Form

(Supplier's Form head)

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Procuring Entity and address]*

 Attention: .... *[insert: name and title]*

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change: ....*[insert: title]*

2. Request for Change No./Rev.: ....*[insert: number]*

3.   Brief Description of Change (including proposed implementation approach): ....*[insert: description]*

4.   Schedule Impact of Change (initial estimate): ....*[insert: description]*

5.   Initial Cost Estimate for Implementing the Change: ....*[insert: initial cost estimate]*

6.   Cost for Preparation of Change Proposal*: ....[insert: cost in the currencies of the Contract],* as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier Signed:

....

.

Date: ....

in the capacity of: ....*[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.3   **Estimate Acceptance Form**

(Procuring Entity's Form head) Date: ....*[insert: date]*

ITT......................*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Supplier and*

address] Attention: ....*[insert:*

name and title] Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1.   Title of Change: *[insert: title]*

2.   Request for Change No./ Rev.: *[insert: request number /revision]*

3.   Change Estimate Proposal No./ Rev.: *[insert: proposal number/ revision]*

4.   Estimate Acceptance No./ Rev.: *[insert: estimate number/ revision]*

5.   Brief Description of Change: *[insert: description]*

6.   Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

Signed: ....

Date: ....

in the capacity of: ....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7.4   Change Proposal Form

(Supplier's Form head)

Date: ....*[insert: date]*
ITT: ....*[insert: title and number of ITT]*
Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Procuring Entity and address]*

Attention: ....***[insert: name and title]***

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert: number],* we here by submit our proposal as follows:

1.   Title of Change: *[insert: name]*

2.   Change Proposal No./ Rev.: *[insert: proposal number /revision]*

3.   Origin at or of Change: *[select: Procuring Entity /Supplier; and add: name]*

4.   Brief Description of Change: *[insert: description]*

5.   Reasons for Change: *[insert: reason]*

6.   The System Subsystem, major component, or equipment that will be affected by the requested Change: *[insert: description]*

7.   Technical documents and/ or drawings for the
      requested Change: Document or Drawing No.
      Description

8.   Estimate of the increase/ decrease to the Contract Price resulting from the proposed Change: *[insert: amount in currencies of Contract],* as detailed below in the breakdown of   prices, rates, and quantities. Total lump sum cost of the Change:

      Cost to prepare this Change Proposal (i. e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):

9.   Additional Time for Achieving Operational Acceptance required due to the Change: *[insert: amount in days/ weeks]*

10.   Effect on the Functional Guarantees: *[insert: description]*

11.   Effect on the other terms and conditions of the Contract: ***[insert: description]***

12.   Validity of this Proposal: for a period of ....*[insert: number]* days after receipt of this Proposal by the Procuring Entity

13.   Procedures to be followed:
       a)   You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within......*[insert: number]* days from your receipt of this Proposal.
       b)   The amount of any increase and / or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier
Signed: ....

Date: ....

in the capacity of: …… *[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]*

7.5   Change Order Form

(Procuring Entity's Form head)

Date: ....*[insert: date]*

ITT: ....*[insert: title and number of ITT]*

Contract: ....*[insert: name of System or Subsystem and number of Contract]*

To: ....*[insert: name of Supplier and address]*

Attention: ....*[insert: name and title]*

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. **[insert: number**], and agree to adjust the Contract Price, Time for Completion, and/ or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1.   Title of Change: [**insert: name]**

2.   Request for Change No./ Rev.: [**insert: request number/ revision]**

3.   Change Order No./ Rev.: [**insert: order number/ revision]**

4.   Origin at or of Change: [**select: Procuring Entity / Supplier; and add: name]**

5.   Authorized Price for the Change: Ref. No.: *[insert: number]* Date: *[insert: date]*

   [insert: amount in foreign currency A] plus **[insert: amount in foreign currency B]** plus **[insert: amount in foreign currency C]** plus **[insert: amount in local currency]**

6.   Adjustment of Time for Achieving Operational Acceptance: *[insert: amount and description of adjustment]*

7.   Other effects, if any: *[state: "none" or insert description]*

For and on behalf of the Procuring Entity

Signed:

....

Date: ....

in the capacity of: ....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

For and on behalf of the Supplier

Signed:

....

Date: ....

in the capacity of: ....[*state "Supplier's Representative" or higher-level authority in the Supplier's organization]*

7.6   Application for Change Proposal Form

(Supplier's Form head)

Date: ....[insert: date]

ITT: ....[insert: title and number of ITT]

Contract: ....[insert: name of System or Subsystem and number of Contract]

To: ....[insert: name of Procuring Entity and address]

Attention: ....[insert: name and title]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a

Change to the System.

1.   Title of Change: ....[insert: name]

2.   Application for Change Proposal No./ Rev.: ....[insert: number/ revision] dated: [insert: date]

3.   Brief Description of Change: ....[insert: description]

4.   Reasons for Change: ....[insert: description]

5.   Order of Magnitude Estimation: ....[insert: amount in currencies of the Contract]

6.   Schedule Impact of Change: ....[insert: description]

7.   Effect on Functional Guarantees, if any: ....[insert: description]

8.   Appendix: ....[insert: titles (if any); otherwise state "none"]

For and on behalf of the Supplier

Signed: ....

Date: ....

in the capacity of: ....[state: "Supplier's Representative" or higher-level authority in the Supplier's organization]

7.7 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer 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 Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:_____[*insert identification*

no] Name of the Tender Title/Description:_____[*insert name of the*

assignment] to:_____[*insert complete name of Procuring Entity*]

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

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

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly----------- % of shares	Directly…………….% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer)
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----------- % of shares	Indirectly---------% of voting rights		
					2. Is this right held	Yes -----
	Nationality					

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	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Date of birth [dd/mm/yyyy]				directly or indirectly?:	No----
	Postal address					2. Is this influence or control exercised directly or indirectly?
	Residential address				Direct.........	
	Telephone number					
	Email address				Indirect.........	
	Occupation or profession					Direct...... ....
						Indirect... ....
2.	Full Name		Directly----------- % of shares	Directly...... ....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exer cises significant influence or control over the Company body of the Company (tenderer) Yes ----- No----
	National identity card number or Passport number		Indirectly---------- % of shares	Indirectly----------% of voting rights	2. Is this right held directly or indirectly?:	
	Personal Identification Number (where applicable)					2. Is this influence or control exercised directly or
	Nationality(ies)				Direct.........	
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Telephone number				Indirect……… ………...	indirectly ?
	Email address					Direct…… ……..
	Occupation or profession					Indirect… ……….
3.						
e.						
t.						
c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

     (a) holds at least ten percent of the issued shares in the company either directly or indirectly;

     (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

     (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: ....*[insert complete name of the Tenderer]_____

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

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

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

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

Bidder Official Stamp